

# **Debtors' Ex. 141**

## **(Part 3 of 4)**

## **Exhibit P**

*Caribbean Business*

**(September 16, 2021)**

## AFFIDAVIT OF PUBLICATION

In the city of San Juan, Puerto Rico, on October 5, 2021, Heiko Faass representing Latin Media House, LLC., hereby certify that in our newspaper of Caribbean Business for the edition dated September 2, 16 and 30 of the present year, was published:

**"NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) ESTABLISHMENT OF RECORD DATES, (III) HEARING ON CONFIRMATION OF THE PLAN OF ADJUSTMENT AND PROCEDURES FOR OBJECTION TO CONFIRMATION OF THE PLAN OF ADJUSTMENT, (IV) PROCEDURES AND DEADLINE FOR VOTING ON THE PLAN OF ADJUSTMENT AND MAKING CERTAIN ELECTIONS THEREUNDER"**

Signed: \_\_\_\_\_



Heiko Faass

**CEO & Editor in Chief**

<p><b>IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF PUERTO RICO</b></p> <p>In re:  <b>THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO,</b>          as representative of  <b>THE COMMONWEALTH OF PUERTO RICO, THE EMPLOYEES RETIREMENT SYSTEM OF THE GOVERNMENT OF THE COMMONWEALTH OF PUERTO RICO, AND THE PUERTO RICO PUBLIC BUILDINGS AUTHORITY,</b>          Debtors.<sup>1</sup></p> <p><b>NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) ESTABLISHMENT OF RECORD DATES, (III) HEARING ON CONFIRMATION OF THE PLAN OF ADJUSTMENT AND PROCEDURES FOR OBJECTION TO CONFIRMATION OF THE PLAN OF ADJUSTMENT, (IV) PROCEDURES AND DEADLINE FOR VOTING ON THE PLAN OF ADJUSTMENT AND MAKING CERTAIN ELECTIONS THEREUNDER</b></p> <p><b>VOTING AND ELECTION DEADLINE: 5:00 p.m. (AST) on October 4, 2021</b>  <b>OBJECTION DEADLINE: 5:00 p.m. (AST) on October 19, 2021</b>  <b>CONFIRMATION HEARING: November 8 – 10, 12, 15 – 18, and 22 - 23, 2021 at 9:30 a.m. (AST)</b>          If you have any questions regarding this notice, please contact Prime Clerk LLC by telephone at (844) 822-9231 (toll free for U.S. and Puerto Rico) or (646) 486-7944 (for international callers), available 10:00 a.m. to 7:00 p.m. (Atlantic Standard Time) (Spanish available), or by email at <a href="mailto:puertoricoinfo@primeclerk.com">puertoricoinfo@primeclerk.com</a>.</p> <p><b>PLEASE TAKE NOTICE OF THE FOLLOWING:</b></p> <p>1. <b>Approval of Disclosure Statement.</b> By order, dated August 2, 2021 [ECF No. 17639] (the "Disclosure Statement Order"), the United States District Court for the District of Puerto Rico (the "Court") approved the adequacy of the information contained in the <i>Disclosure Statement for the Seventh Amended Title III Joint Plan of Adjustment of the Commonwealth of Puerto Rico, et al.</i>, dated July 30, 2021 (as the same may be amended or modified, including all exhibits and attachments thereto, the "Disclosure Statement"), filed by the Financial Oversight and Management Board on behalf of the Debtors, and authorized the Debtors to solicit votes with respect to the acceptance or rejection of the <i>Seventh Amended Title III Joint Plan of Adjustment of the Commonwealth of Puerto Rico, et al.</i>, dated July 30, 2021 (as the same may be amended or modified, including all exhibits and supplements thereto, the "Plan").<sup>2</sup></p> <p>You may obtain a hard copy of the Plan and Disclosure Statement, including Spanish translations thereof, by contacting the Balloting Agent, Prime Clerk LLC:          Telephone (10:00 a.m. to 7:00 p.m. (AST)) (Spanish available):          (844) 822-9231 (toll free for U.S. and Puerto Rico)          (646) 486-7944 (for international callers)          Email: <a href="mailto:puertoricoinfo@primeclerk.com">puertoricoinfo@primeclerk.com</a>          Alternatively, electronic copies of the Disclosure Statement and Plan are available by visiting <a href="https://cases.primeclerk.com/puertorico/">https://cases.primeclerk.com/puertorico/</a>.</p> <p>2. Pursuant to the Disclosure Statement Order, the Debtors will mail materials needed for voting on the Plan or making elections on distributions thereunder (the "Solicitation Package") to holders Claims in the following Classes (collectively, the "Voting Classes"):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Class</th> <th style="text-align: center;">Class</th> </tr> </thead> <tbody> <tr><td>Vintage PBA Bond Claims</td><td>Class 1</td></tr> <tr><td>Vintage PBA Bond Claims (Assured)</td><td>Class 2</td></tr> <tr><td>Vintage PBA Bond Claims (National)</td><td>Class 3</td></tr> <tr><td>Vintage PBA Bond Claims (Ambac)</td><td>Class 4</td></tr> <tr><td>Vintage PBA Bond Claims (FGIC)</td><td>Class 5</td></tr> <tr><td>Vintage PBA Bond Claims (Syncora)</td><td>Class 6</td></tr> <tr><td>Retail Vintage PBA Bond Claims</td><td>Class 7</td></tr> <tr><td>2011 PBA Bond Claims</td><td>Class 8</td></tr> <tr><td>Retail 2011 PBA Bond Claims</td><td>Class 9</td></tr> <tr><td>2012 PBA Bond Claims</td><td>Class 10</td></tr> <tr><td>Retail 2012 PBA Bond Claims</td><td>Class 11</td></tr> <tr><td>PBA/DRA Secured Claims</td><td>Class 12</td></tr> <tr><td>PBA General Unsecured Claims</td><td>Class 13</td></tr> <tr><td>PBA/DRA Unsecured Claims</td><td>Class 14</td></tr> <tr><td>Vintage CW Bond Claims</td><td>Class 15</td></tr> <tr><td>Retail Vintage CW Bond Claims</td><td>Class 16</td></tr> <tr><td>Vintage CW Bond Claims (Assured)</td><td>Class 17</td></tr> <tr><td>Vintage CW Bond Claims (National)</td><td>Class 18</td></tr> <tr><td>Vintage CW Bond Claims (Ambac)</td><td>Class 19</td></tr> <tr><td>Vintage CW Bond Claims (FGIC)</td><td>Class 20</td></tr> <tr><td>Vintage CW Bond Claims (Syncora)</td><td>Class 21</td></tr> <tr><td>Vintage CW Guarantee Bond Claims</td><td>Class 22</td></tr> <tr><td>Vintage CW Guarantee Bond Claims (Assured)</td><td>Class 23</td></tr> <tr><td>Vintage CW Guarantee Bond Claims (National)</td><td>Class 24</td></tr> <tr><td>Vintage CW Guarantee Bond Claims (Ambac)</td><td>Class 25</td></tr> <tr><td>Vintage CW Guarantee Bond Claims (Syncora)</td><td>Class 26</td></tr> <tr><td>Vintage CW Guarantee Bond Claims (FGIC)</td><td>Class 27</td></tr> <tr><td>Vintage CW Guarantee Bond Claims (Syncora)</td><td>Class 28</td></tr> <tr><td>2011 CW Bond Claims</td><td>Class 30</td></tr> <tr><td>Retail 2011 CW Bond Claims</td><td>Class 31</td></tr> <tr><td>2011 CW Bond Claims (Assured)</td><td>Class 32</td></tr> </tbody> </table> <p>3. <b>Confirmation Hearing.</b> A hearing to consider confirmation of the Plan (the "Confirmation Hearing") will be held before The Honorable Laura Taylor Swain, via telephonic hearing through CourtSolutions on <b>November 8 – 10, 12, 15 – 18, and 22 - 23, 2021 at 9:30 a.m. (Atlantic Standard Time)</b>.</p> <p>4. The Confirmation Hearing may be continued from time to time by the Court or the Oversight Board, without further notice or through adjournments announced in open court or as indicated in any notice of agenda of matters scheduled for hearing filed with the Court, and the Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing, in accordance with the modification provisions of the Plan and Local Rule 3016-2, without further notice to interested parties.</p> <p>5. <b>Plan Confirmation Depository.</b> Information relating to confirmation of the Plan is available online in the Plan Confirmation Depository at <a href="http://titleiiiplandataroom.com">titleiiiplandataroom.com</a>.</p> <p>6. <b>Confirmation Objection Deadline.</b> The Court has established <b>5:00 p.m. (Atlantic Standard Time) on October 19, 2021</b> (the "Confirmation Objection Deadline") as the deadline to file objections or responses to confirmation of the proposed Plan.</p> <p>7. <b>Objections and Responses to Confirmation.</b> Objections and responses to confirmation of the Plan must:</p> <ul style="list-style-type: none"> <li>a. Be in writing, in English, and signed;</li> <li>b. State the name, address, and nature of the Claim of the objecting or responding party;</li> <li>c. State with particularity the basis and nature of any objection or response and include, where</li> </ul>	Class	Class	Vintage PBA Bond Claims	Class 1	Vintage PBA Bond Claims (Assured)	Class 2	Vintage PBA Bond Claims (National)	Class 3	Vintage PBA Bond Claims (Ambac)	Class 4	Vintage PBA Bond Claims (FGIC)	Class 5	Vintage PBA Bond Claims (Syncora)	Class 6	Retail Vintage PBA Bond Claims	Class 7	2011 PBA Bond Claims	Class 8	Retail 2011 PBA Bond Claims	Class 9	2012 PBA Bond Claims	Class 10	Retail 2012 PBA Bond Claims	Class 11	PBA/DRA Secured Claims	Class 12	PBA General Unsecured Claims	Class 13	PBA/DRA Unsecured Claims	Class 14	Vintage CW Bond Claims	Class 15	Retail Vintage CW Bond Claims	Class 16	Vintage CW Bond Claims (Assured)	Class 17	Vintage CW Bond Claims (National)	Class 18	Vintage CW Bond Claims (Ambac)	Class 19	Vintage CW Bond Claims (FGIC)	Class 20	Vintage CW Bond Claims (Syncora)	Class 21	Vintage CW Guarantee Bond Claims	Class 22	Vintage CW Guarantee Bond Claims (Assured)	Class 23	Vintage CW Guarantee Bond Claims (National)	Class 24	Vintage CW Guarantee Bond Claims (Ambac)	Class 25	Vintage CW Guarantee Bond Claims (Syncora)	Class 26	Vintage CW Guarantee Bond Claims (FGIC)	Class 27	Vintage CW Guarantee Bond Claims (Syncora)	Class 28	2011 CW Bond Claims	Class 30	Retail 2011 CW Bond Claims	Class 31	2011 CW Bond Claims (Assured)	Class 32	<p>appropriate, proposed language to be inserted in the Plan to resolve any such objection or response;</p> <p>d. Be filed electronically with the Court on the docket of <i>In re Commonwealth of Puerto Rico</i>, Case No. 17 BK 3283-LTS, through the Court's case filing system in searchable portable document format <b>on or before October 19, 2021 at 5:00 p.m. (Atlantic Standard Time)</b>.</p> <p>i. If you are not an attorney who is a registered user of the Court's case filing system, you may instead mail your objection to the Court's Clerk's office at:          United States District Court, Clerk's Office          150 Ave. Carlos Chardon Ste. 150,          San Juan, PR. 00918-1767</p> <p>so as to be received <b>on or before October 19, 2021 at 5:00 p.m. (Atlantic Standard Time)</b>, and</p> <p>e. Be served upon the Office of the United States Trustee for the District of Puerto Rico, Edificio Ochoa, 500 Tanca Street, Suite 301, San Juan, PR 00901 (re: In re: Commonwealth of Puerto Rico) so as to be received on or before the Final Confirmation Objection Deadline.</p> <p>8. <b>Participation in Confirmation Discovery.</b> If you wish to participate in discovery in connection with confirmation of the Plan, you must file a notice of your intention to participate in discovery (a "Discovery Notice"), a form of which is available at <a href="https://cases.primeclerk.com/puertorico/">https://cases.primeclerk.com/puertorico/</a>. If you file your Discovery Notice on or before <b>August 15, 2021</b>, you may be granted access to documents in the Plan Depository, where information and documents concerning the Plan are kept, and will also be able to serve your own discovery requests. If you file your Discovery Notice <b>after August 15, 2021, but on or before October 19, 2021</b>, you may be granted access to documents in the Plan Depository. Please note that access to the information in the Plan Depository may also require complying with the Debtors' access requirements.</p> <p>9. You must submit the Discovery Notice in the form provided on the Title III Case website above, which must:</p> <ul style="list-style-type: none"> <li>a. Be in writing, in English, and be signed;</li> <li>b. State your name, address, the nature of your Claim, and your Claim number;</li> <li>c. State your intention to participate in discovery in connection with confirmation of the Plan; and</li> <li>d. 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If you are not represented by counsel, you may instead mail your Discovery Notice to the Court's Clerk's office at:          United States District Court, Clerk's Office          150 Ave. Carlos Chardon Ste. 150          San Juan, PR. 00918-1767</p> <p>so as to be received on or before the applicable deadline.</p> <p>10. <b>You must timely file a Discovery Notice to participate in discovery in connection with confirmation of the Plan.</b> Failure to timely file a Discovery Notice, however, will not preclude you from filing an objection to confirmation of the Plan on or before the Confirmation Objection Deadline, but will preclude you from being able to view documents in the Plan Depository, and from taking discovery.</p> <p>11. <b>Discovery Timetable and Deadlines.</b> The Court has established the following discovery dates and deadlines, which are applicable to the Debtors and to other parties in interest who have timely filed a Discovery Notice and are eligible to participate in discovery.<sup>3</sup></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">Summary of Certain Deadlines</th> </tr> </thead> <tbody> <tr> <td style="width: 10%;">August 3, 2021</td> <td>Deadline for the Debtors to file a preliminary fact witness list and topics about which each witness will testify ("Debtors' Preliminary Fact Witness List").  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**Section 92.2 – Discharge and Release of Claims and Causes of Action:**

(a) Except as expressly provided in the Plan or the Confirmation Order, all distributions and rights afforded under the Plan shall be, and shall be deemed to be, in exchange for, and in complete satisfaction, settlement, discharge and release of, all Claims or Causes of Action against the Released Parties that arose, in whole or in part, prior to the Effective Date, relating to the Title III Cases, the Debtors or Reorganized Debtors or any of their respective Assets, property, or interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, and regardless of whether any property will have been distributed or retained pursuant to the Plan on account of such Claims or Causes of Action. Upon the Effective Date, the Debtors and Reorganized Debtors shall be deemed discharged and released from any and all Claims, Causes of Action and any other debts that arose, in whole or in part, prior to the Effective Date (including prior to the Petition Date), and Claims of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code and PROMESA Section 407, whether or not (a) a proof of claim based upon such Claim is filed or deemed filed under section 501 of the Bankruptcy Code, (b) such Claim is allowed under section 502 of the Bankruptcy Code and PROMESA Section 407 (or is otherwise resolved), or (c) the holder of a Claim based upon such debt voted to accept the Plan. For the avoidance of doubt, nothing contained herein or in the Confirmation Order shall release, discharge or enjoin any claims or causes of action against PREPA arising from or related to PREPA-issued bonds, including, without limitation, Monoline-issued insurance pertaining thereto, and PREPA is not releasing any claims or causes of action against any non-Debtor Entity. Claims and causes of action against PREPA arising from or related to PREPA-issued bonds, and releases against PREPA and its assets shall be addressed in PREPA's Title III case, including, without limitation, any plan of adjustment therein.

(b) Except as expressly provided in the Plan or the Confirmation Order, all Entities shall be precluded from asserting any and all Claims against the Debtors and Reorganized Debtors, and each of their respective Assets, property and rights, remedies, Claims or Causes of Action or liabilities of any nature whatsoever, relating to the Title III Cases, the Debtors or Reorganized Debtors or any of their respective Assets and property, including any interest accrued on such Claims from and after the Petition Date, and regardless of whether any property will have been distributed or retained pursuant to the Plan on account of such Claims or other obligations, suits, judgments, damages, debts, rights, remedies, causes of action or liabilities. In accordance with the foregoing, except as expressly provided in the Plan or the Confirmation Order, the Confirmation Order shall constitute a judicial determination, as of the Effective Date, of the discharge and release of all such Claims, Causes of Action or debt of or against the Debtors and the Reorganized Debtors pursuant to sections 524 and 944 of the Bankruptcy Code, applicable to the Title III Case pursuant to Section 301 of PROMESA, and such discharge shall void and extinguish any judgment obtained against the Debtors or Reorganized Debtors and their respective Assets, and property at any time, to the extent such judgment is related to a discharged Claim, debt or liability. As of the Effective Date, and in consideration for the value provided under the Plan, each holder of a Claim in any Class under this Plan shall be and hereby is deemed to release and forever waive and discharge as against the Debtors and Reorganized Debtors, and their respective Assets and property and all such Claims.

(c) Notwithstanding any other provisions of this Section 92.2, in accordance with the provisions of the GO/PBA Plan Support Agreement, each of the GO/PBA PSA Creditors and their respective Related Persons, solely in their capacity as Creditors of the Debtors, shall (i) be deemed to have released and covenanted not to sue or otherwise pursue or seek to recover damages or to seek any other type of relief against any of the Government Releasees based upon, arising from or relating to the Government Released Claims or any of the Claims or Causes of Action asserted or which could have been asserted, including, without limitation, in the Clawback Actions and the Lift Stay Motions, and (ii) not directly or indirectly aid any person in taking any action with respect to the Government Released Claims that is prohibited by this Section 92.2.

(d) **Limitation.** Notwithstanding anything contained herein or in the Confirmation Order to the contrary, no provision shall (i) preclude the SEC from enforcing its police or regulatory powers, or (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, causes of action, proceedings or investigations against any non-debtor person or non-debtor entity in any forum.

(e) **United States Limitation.** Notwithstanding anything contained herein or in the Confirmation Order to the contrary, no provision shall (i) impair the United States, its agencies, departments, or agents, or in any manner relieve the Debtors or the Reorganized Debtors, as the case may be, from compliance with federal laws or territorial laws and requirements implementing a federally authorized or federally delegated program protecting the health, safety, and environment of persons in such territory,

(ii) expand the scope of any discharge, release, or injunction to which the Debtors or the Reorganized Debtors are entitled under Title III, and (iii) discharge, release, enjoin, or otherwise bar (A) any liability of the Debtors or the Reorganized Debtors to the United States arising from and after the Effective Date, (B) any liability to the United States that is not a Claim, (C) any affirmative defense or any right of setoff or recoupment of the United States, the Debtors or the Reorganized Debtors, as the case may be, and such rights of setoff and recoupment of such parties are expressly preserved, (D) the continued validity of the obligations of the United States, the Debtors or the Reorganized Debtors, as the case may be, under any United States grant or cooperative assistance agreement, (E) the Debtors' or the Reorganized Debtors' obligations arising under federal police or regulatory laws, including, but not limited to, laws relating to the environment, public health or safety, or territorial laws implementing such federal legal provisions, including, but not limited to, compliance obligations, requirements under consent decrees or judicial orders, and obligations to pay associated administrative, civil, or other penalties, and (F) any liability to the United States on the part of any non-debtor. Without limiting the foregoing, nothing contained herein or in the Confirmation Order shall be deemed (i) to determine the tax liability of any Entity, including, but not limited to, the Debtors and the Reorganized Debtors, (ii) to be binding on the IRS with regard to the federal tax liabilities, tax status, or tax filing and withholding obligations of any entity, including, but not limited to, the Debtors and the Reorganized Debtors, (iii) to release, satisfy, discharge, or enjoin the collection of any claim of the IRS against any Entity other than the Debtors and the Reorganized Debtors, and (iv) to grant any relief to any Entity that the Court is prohibited from granting the Declaratory Judgment Act, 28 U.S.C. § 2201(a), or the Tax Anti-Injunction Act, 26 U.S.C. § 7421(a).

(f) **Underwriter Actions.** Notwithstanding anything contained herein or in the Confirmation Order to the contrary, including, without limitation, Sections 92.2, 92.3 and 92.11 of the Plan, except as may be precluded pursuant to the provisions of PROMESA, nothing in the Plan, the Confirmation Order or any Plan-related document set forth in the Plan Supplement is intended, nor shall it be construed, to impair, alter, modify, diminish, prohibit, bar, restrain, enjoin, release, reduce, eliminate or limit the rights of the plaintiffs and defendants, including, without limitation, the parties to the Underwriter Actions, from asserting their respective rights, claims, causes of action or defenses in the Underwriter Actions, including, but not limited to, any Claims, defenses, Causes of Action, and rights of setoff or recoupment (to the extent available).

**Section 92.3 – Injunction on Claims:** Except as otherwise expressly provided in the Plan, the Confirmation Order or such other Final Order of the Title III Court that may be applicable, all Entities who have held, hold or may hold Claims or any other debt or liability that is discharged or released pursuant to Section 92.2 hereof or who have held, hold or may hold Claims or any other debt or liability that is discharged or released pursuant to Section 92.2 hereof are permanently enjoined, from and after the Effective Date, from (a) commencing or continuing, directly or indirectly, in any manner, any action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) of any kind on any such Claim or other debt or liability that is discharged pursuant to the Plan against any of the Released Parties or any of their respective assets or property, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against any of the Released Parties or any of their respective assets or property on account of any Claim or other debt or liability that is discharged pursuant to the Plan, (c) creating, perfecting, or enforcing any encumbrance of any kind against any of the Released Parties or any of their respective

assets or property on account of any Claim or other debt or liability that is discharged pursuant to the Plan, and (d) except to the extent provided, permitted or preserved by sections 553, 555, 556, 559, or 560 of the Bankruptcy Code or pursuant to the common law right of recoupment, asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from any of the Released Parties or any of their respective assets or property, with respect to any such Claim or other debt or liability that is discharged pursuant to the Plan. Such injunction shall extend to all successors and assigns of the Released Parties and their respective assets and property.

**Section 92.5 – Releases by the Debtors and Reorganized Debtors:** Except as otherwise expressly provided in the Plan or the Confirmation Order, on the Effective Date, and for good and valuable consideration, each of the Debtors and Reorganized Debtors, the Disbursing Agent and each of the Debtors' and Reorganized Debtors' Related Persons shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit, and discharge the Released Parties from any and all Claims or Causes of Action that the Debtors, Reorganized Debtors, and the Disbursing Agent, or any of them, or anyone claiming through them, on their behalf or for their benefit, have or may have or claim to have, now or in the future, against any Released Party that are Released Claims or otherwise are based upon, relate to, or arise out of or in connection with, in whole or in part, any act, omission, transaction, event or other circumstance relating to the Title III Cases or the Debtors taking place or existing on or prior to the Effective Date, and/or any Claim, act, fact, transaction, occurrence, statement, or omission in connection therewith or alleged or that could have been alleged, including, without limitation, any such Claim, demand, right, liability, or cause of action for indemnification, contribution, or any other basis in law or equity for damages, costs or fees.

**Section 92.6 – Injunction Related to Releases:** As of the Effective Date, all Entities that hold, have held, or may hold a Released Claim that is released pursuant to Section 92.5 of the Plan, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Released Claims: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation owed to any Entity released under Section 92.5 hereof; and (v) commencing or continuing in any manner, in any place or any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. For the avoidance of doubt, the following stipulations will terminate upon the entry of the Confirmation Order: the Fourth Amended Stipulation Between the Commonwealth of Puerto Rico and the Puerto Rico Highways and Transportation Authority Regarding the Tolling of Statute of Limitations and Consent Order [Case No. 173283-LTS, ECF No. 15854], as amended; and the Fourth Amended Stipulation and Consent Order Between Title III Debtors (Other Than COFINA) and the Puerto Rico Fiscal Agency and Financial Advisory Authority Acting on Behalf of the Governmental Entities Listed on Appendix "B" Regarding the Tolling of Statute of Limitations [Case NO. 17-3283-LTS, ECF No. 17394], as amended.

**Section 92.7 – Exculpation:**  
 (a) **Government Parties:** The Oversight Board, AAFAF, the Debtors, and each of their respective Related Persons, solely acting in its capacity as such at any time up to and including the Effective Date, shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Title III Cases, the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan; provided, however, that the foregoing provisions of this Section 89.7 shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted intentional fraud or willful misconduct. Nothing in the foregoing provisions of this Section 89.7(a) shall prejudice the right of any of the Government Parties, and the Government Parties' officers and directors serving at any time up to and including the Effective Date, and each of their respective professionals to assert reliance upon advice of counsel as a defense with respect to their duties and responsibilities under the Plan.

(b) **PSA Creditors:** Each of the PSA Creditors solely in its capacity as a party to the GO/PBA Plan Support Agreement and/or the HTA/CCDA Plan Support Agreement and a Creditor and/or insurer, as applicable, from the Petition Date up to and including the Effective Date and each of their respective Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Title III Cases, mediation, the negotiation, formation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement, the GO/PBA Plan Support Agreement, the HTA/CCDA Plan Support Agreement, the Definitive Documents, or any other contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan; provided, however, that the foregoing provisions of this Section 92.7(b) shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted intentional fraud or willful misconduct.

(c) **Retiree Committee:** Each of the members of the Retiree Committee, solely in its capacity as a member of the Retiree Committee and a Creditor, as applicable, from the Petition Date up to and including the Effective Date and each of the Retiree Committee's Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Title III Cases, the formation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement, the Retiree Committee Plan Support Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan; provided, however, that the foregoing provisions of this Section 92.7(c) shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted intentional fraud or willful misconduct.

(d) **Creditors' Committee:** Each of the members of the Creditors' Committee, solely in its capacity as a member of the Creditors' Committee, and the Creditors' Committee, from the Petition Date up to and including the Effective Date and each of the Creditors' Committee's Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Title III Cases, the formation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan; provided, however, that the foregoing provisions of this Section 92.7(d) shall not affect the liability of any Entity that would otherwise result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted intentional fraud or willful misconduct.

(e) **AFSCME:** Each of AFSCME solely in its capacity as a party to the AFSCME Plan Support Agreement and a Creditor, as applicable, from the Petition Date up to and including the Effective Date and each of their respective Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Title III Cases, the formation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement, the AFSCME Plan Support Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with

the consummation of the transaction set forth in the Plan and the AFSCME Plan Support Agreement; provided, however, that, the foregoing provisions of this Section 89.7(e) shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted intentional fraud or willful misconduct.

(f) **Monoline Insurers:** Ambac, Assured, FGIC, National, Syncora, and their Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken consistent with the Plan or in connection with the formulation, preparation, dissemination, implementation, acceptance, confirmation or approval of the Plan, including, without limitation, in connection with the treatment of Ambac Insured Bond Claims, Assured Insured Bond Claims, FGIC Insured Bond Claims, National Insured Bond Claims, or Syncora Insured Bond Claims, the voting procedures, the election procedures, and any release of obligations under the applicable Ambac Insurance Policies, Assured Insurance Policies, FGIC Insurance Policies, National Insurance Policies, or Syncora Insurance Policies; provided, however, that, notwithstanding anything contained herein to the contrary, the terms and provisions of the Plan shall not, and shall not be construed to, release or exculpate, with respect to any beneficial holder of Ambac Insured Bonds, Assured Insured Bonds, FGIC Insured Bonds, National Insured Bonds, or Syncora Insured Bonds any payment obligation under the applicable Ambac Insurance Policy, Assured Insurance Policy, FGIC Insurance Policy, National Insurance Policy, or Syncora Insurance Policy in accordance with its terms solely to the extent of any failure of such holder to receive the Ambac Treatment, Assured Treatment, FGIC Treatment, National Treatment, or Syncora Treatment, as applicable (or any claims that Ambac, Assured, FGIC, National, or Syncora may have against a beneficial holder of respective insured bonds with respect to Ambac's, Assured's, FGIC's, National's or Syncora's applicable obligations under the Ambac Insurance Policies, Assured Insurance Policies, National Insurance Policies, or Syncora Insurance Policies, as applicable).

**Section 92.8 – Appointments Related Litigation:** Notwithstanding anything contained herein to the contrary, in the event that a Final Order is entered in connection with the Appointments Related Litigation or the Uniformity Litigation subsequent to entry of the Confirmation Order, in consideration of the distributions made, to be made, or deemed to be made in accordance with the terms and provisions of the Plan and documents and instruments related hereto, all Creditors or such other Entities receiving, or deemed to have received, distributions pursuant to or as a result of the Plan, consent and agree that such Final Order shall not in any way or manner reverse, affect or otherwise modify the transactions contemplated in the Plan and the Confirmation Order, including, without limitation, the releases, exculpations and injunctions provided pursuant to Article XCI of the Plan.

**Section 92.9 – Bar Order:** To the limited extent provided in the Plan, each and every Entity is permanently enjoined, barred and restrained from instituting, prosecuting, pursuing or litigating in any manner any and all Claims, demands, rights, liabilities, or causes of action of any and every kind, character or nature whatsoever, in law or in equity, known or unknown, direct or derivative, whether asserted or unasserted, against any of the Released Parties, based upon, related to, or arising out of or in connection with any of the Released Claims, confirmation and consummation of the Plan, the negotiation and consummation of the GO/PBA Plan Support Agreement, or any claim, act, fact, transaction, occurrence, statement or omission in connection with or alleged or that could have been alleged in the Title III Cases, including, without limitation, any such claim, demand, right, liability or cause of action for indemnification, contribution, or any other basis in law or equity for damages, costs or fees incurred arising directly or indirectly from or otherwise relating to the Title III Cases, either directly or indirectly by any Person for the direct or indirect benefit of any Released Party arising from or related to the claims, acts, facts, transactions, occurrences, statements or omissions that are, could have been or may be alleged in the related actions or any other action brought or that might be brought by, through, or behalf of, or for the benefit of any of the Released Parties (whether arising under federal, state or foreign law, and regardless of where asserted).

**Section 92.11 – Supplemental Injunction:** Notwithstanding anything contained herein to the contrary, except to the limited extent provided in the Plan, all Entities, including Entities acting on their behalf, who currently hold or assert, have held or asserted, or may hold or assert, any Released Claims against any of the Released Parties based upon, attributable to, arising out of or relating to the Title III Cases or any Claim against the Debtors, whenever and wherever arising or asserted, whether in the United States or anywhere else in the world, whether sounding in tort, contract, warranty, statute, or any other theory of law, equity or otherwise, shall be, and shall be deemed to be, permanently stayed, restrained and enjoined from taking any action against any of the Released Parties for the purpose of directly or indirectly collecting, recovering or receiving any payment or recovery with respect to any Released Claims arising prior to the Effective Date (including prior to the Petition Date), including, but not limited to:

(a) Commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Released Claim against any of the Released Parties or the assets or property of any Released Party;

(b) Enforcing, attaching, collecting or recovering, by any manner or means, any judgment, award, decree or order against any of the Released Parties or the assets or property of any Released Party with respect to any such Released Claim;

(c) Creating, perfecting or enforcing any Lien of any kind against any of the Released Parties or the assets or property of any Released Party with respect to any such Released Claim;

(d) Except as otherwise expressly provided in the Plan or the Confirmation Order, asserting, implementing or effectuating any setoff, right of subrogation, indemnity, contribution or recoupment of any kind against any obligation due to any of the Released Parties or against the property of any Released Party with respect to any such Released Claim; and

(e) Taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan or the Confirmation Order, provided, however, that the Debtors' compliance with the formal requirements of Bankruptcy Rule 3016 shall not constitute an admission that the Plan provides for any injunction against conduct not otherwise enjoined under the Bankruptcy Code.

Dated: August 2, 2021, San Juan, Puerto Rico  
 Respectfully submitted, /s/ Martin J. Bienenstock, Martin J. Bienenstock (*pro hac vice*), Brian S. Rosen (*pro hac vice*), PROSKAUER ROSE LLP, Eleven Times Square, New York, NY 10036, Attorneys for the Financial Oversight and Management Board as representative for the Debtors -and- /s/ Hermann D. Bauer, Hermann D. Bauer, USDC No. 215205, O'NEILL & BORGES LLC, 250 Muñoz Rivera Ave., Suite 800, San Juan, PR 00918-1813, Co-Attorneys for the Financial Oversight and Management Board as representative for the Debtors  
<sup>1</sup> The Debtors in these Title III Cases, along with each Debtor's respective Title III case number and the last four (4) digits of each Debtor's federal tax identification number, as applicable, are the (i) Commonwealth of Puerto Rico (Bankruptcy Case No. 17-BK-3283-LTS) (Last Four Digits of Federal Tax ID: 3481); (ii) Puerto Rico Sales Tax Financing Corporation ("COFINA") (Bankruptcy Case No. 17-BK-3284-LTS) (Last Four Digits of Federal Tax ID: 8474); (iii) Puerto Rico Highways and Transportation Authority ("HTA") (Bankruptcy Case No. 17-BK-3567-LTS) (Last Four Digits of Federal Tax ID: 3808); (iv) Employees Retirement System of the Government of the Commonwealth of Puerto Rico ("ERS") (Bankruptcy Case No. 17-BK-3566-LTS) (Last Four Digits of Federal Tax ID: 9686); (v) Puerto Rico Electric Power Authority ("PREPA") (Bankruptcy Case No. 17- BK-4780-LTS) (Last Four Digits of Federal Tax ID: 3747); and (vi) Puerto Rico Public Buildings Authority ("PBA") (Bankruptcy Case No. 19-BK-5523-LTS) (Last Four Digits of Federal Tax ID: 3801) (Title III case numbers are listed as Bankruptcy Case numbers due to software limitations).

<sup>2</sup> All capitalized terms used but not otherwise defined shall have the meanings given to such terms in the Plan.

<sup>3</sup> All of the dates and procedures set forth in this notice are subject to change by further Court order.

<sup>4</sup> For the avoidance of doubt, because holders of Claims in the Bond Classes must submit their vote and/or election through DTC's Automated Tender Offer Platform, the Voting Record Date shall not apply to the Bond Classes, and the holder of the applicable security at the time of tender shall be eligible to cast a vote and/or make an election.

## Exhibit Q

*The New York Times*

(September 29, 2021)



# **PROOF OF PUBLICATION**

Sep-29, **20**<sup>21</sup>

I, Edgar Noblesala, in my capacity as a Principal Clerk of the Publisher of ~~the New York Times~~ a daily newspaper of general circulation printed and published in the City, County and State of New York, hereby certify that the advertisement annexed hereto was published in the editions of

**The New York Times** on the following date or dates, to wit on

Sep 1, 2021, NY1 & Natl, pg B3, -- Sep 15, 2021, NY1 & Natl, pg B3

Sep 29, 2021, NYI & Natl, pg B3

Sworn to me this 29th day  
of September, 2021

Notary Public

Ellen Herb  
Notary Public, State of New York  
No. 01HE6163785  
Qualified in New York County  
Commission Expires April 2, 2023

## SOCIAL MEDIA

# TikTok Announces Initiatives to Increase Ad Revenue

By TIFFANY HSU

TikTok has an advertising problem. On Tuesday, the company rolled out a new plan to help deal with it.

For years, homemade videos that function more or less as commercials have received hundreds of millions of views on the app — and in many of those cases, TikTok hasn't earned a dime.

In June, the singer Walker Hayes posted a video of himself dancing with his daughter to "Fancy Like," his country pop song that prominently name

## A platform that some marketers consider untrustworthy.

checks the restaurant chain Applebee's. The clip inspired copycat videos and led to an Applebee's television campaign featuring the song.

Last year, Nathan Apodaca, a TikTok user who posts as 420doggface208, went viral with a clip showing him riding a skateboard while swigging Ocean Spray Cran-Raspberry juice to the strains of Fleetwood Mac's "Dreams." That video racked up more than 80 million views, and Ocean Spray showed its gratitude by sending Mr. Apodaca a cranberry-red pickup truck filled with jugs of Ocean Spray.

TikTok executives announced new initiatives meant to persuade companies and ad agencies to buy space on the app during its first-ever TikTok World event on Tuesday, a virtual presentation aimed at the marketing industry. The company said it was introducing an automated system to act as a kind of matchmaker, bringing together advertisers and content creators, giving TikTok a better opportunity to catch up with other social media companies that have generated greater ad revenue.

TikTok officially opened itself to paid ads more than a year ago, but many companies have remained wary of it. TikTok is the least trusted major social media platform, behind Instagram, YouTube, Google and Facebook, although trust is growing, according to a survey of more than 900 marketing professionals conducted by the research firm Kantar.

There are concerns about TikTok's driving young viewers to dangerous content, as well as lingering wariness over the company's record on privacy. While the app has sparked wholesome crazes involving sorority fashion, it has also has set off vandalism sprees and food fads with negative side effects.

Half of major brands, including Nestlé and Audi, have no TikTok presence, according to a recent review of 300 companies by the research group WARC. Some companies cite a hangover from TikTok's tussle with the Trump administration in late 2020 over security and censorship concerns involving its owner, the Chinese company ByteDance. Others say they worry that the Chinese government could start cracking down on the app, just as it recently imposed limits on video games.

At Tuesday's event, TikTok executives and content creators discussed how the company plans to make its growing ad platform safer, smoother and more expansive. In response to one of the advertising industry's biggest fears — ads appearing next to unsavory content — TikTok will start analyzing videos, audio clips and text for risk, using technology and con-

tent moderators, executives said.

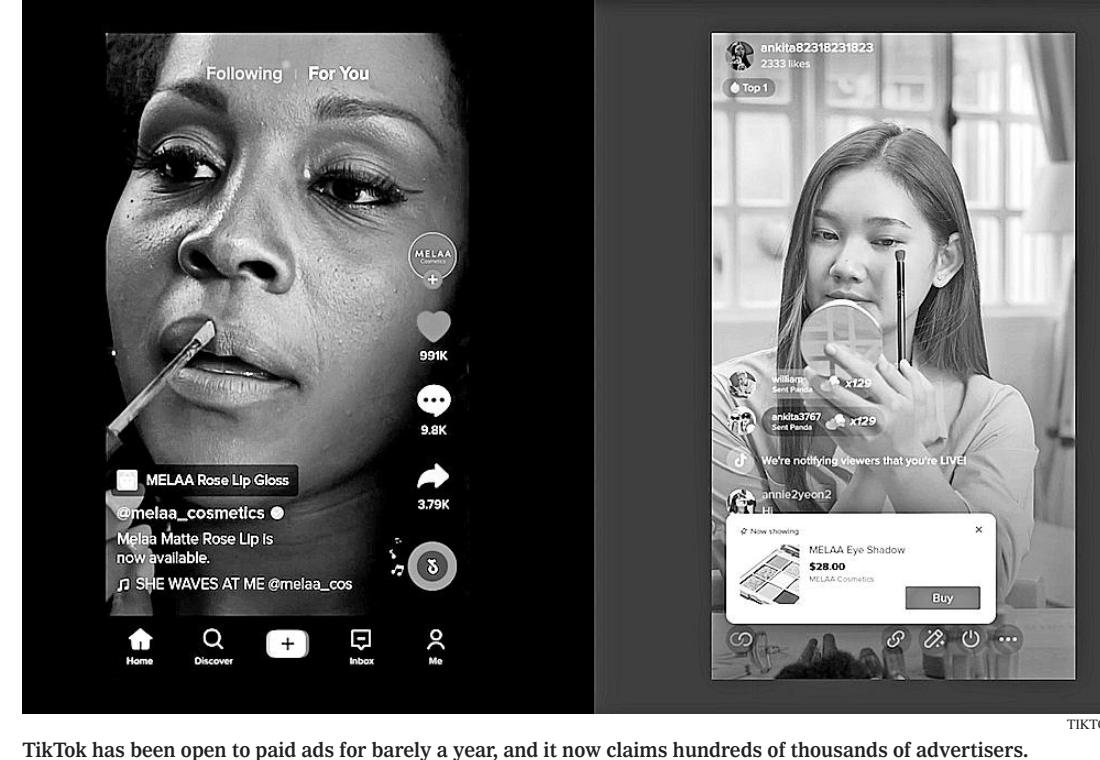
TikTok will also introduce features that companies can use to control whom they target with ads and how often those users see the ads. The new tools will also give ad executives a better idea of how many people are likely to see their ads, allowing them to better gauge how far their budgets will go on TikTok, said Jiayi Cao, who heads TikTok's product strategy.

"It's an old technology on a new medium, and it'll be interesting for the traditional agencies of the world to embrace," he said.

TikTok has been popular in the United States for less than five years, but it has spawned a cultural economy that includes coalitions of influencers, marketing agencies dedicated solely to the platform and, the company said this week, more than a billion monthly users around the world.

Without the app, the musician Lil Nas X would probably not be a Grammy winner ascending the Met Gala steps in golden armor. Leggings would not be flying off the shelves, and trend-watchers would not struggle to decode what the "cheugy" aesthetic really means.

"A lot of this virality is coming from users sharing with other users," said Jeremy Yang, an assistant professor at Harvard Business School who researched Tik-



TikTok has been open to paid ads for barely a year, and it now claims hundreds of thousands of advertisers.

Tok while a doctoral candidate at the Massachusetts Institute of Technology. "You're more likely to share posts from an influencer with a friend than an ad posted by a company."

Some companies are still figuring out how to appear on TikTok,

said Jordan Fox, the head of the Laundry Service ad agency.

"Although the tools are much better now than they were 12 months ago, they are still evolving, and the same is probably true for reporting and data," he said.

"That's not a reason to not be

present on that platform, but it's a reason to be thoughtful about budget allocation on that platform versus others."

When Blake Chandlee, TikTok's president of global business solutions, joined the company in 2019 after more than a decade at Face-

book, the app had only a few dozen advertisers. Partway through the pandemic, TikTok became a serious competitor to television and other platforms, he said. Now it has hundreds of thousands of advertisers, he said.

Advertising is responsible for the "lion's share" of TikTok's revenue, Mr. Chandlee said, adding that the company is also testing subscriptions and tipping. And yet TikTok draws less than \$1.3 billion in annual ad sales in the United States, compared with \$2.2 billion for Twitter, \$2.6 billion for LinkedIn and \$48 billion for Facebook and Instagram, according to the research firm eMarketer.

This year, the share of people who were exposed to ads on TikTok nearly doubled, to 37 percent from 19 percent last year, according to Kantar, which surveyed more than 14,500 people in 23 regions.

The platform was considered to have the most entertaining ads — but more people complained that they were encountering too many of them on the app. As it tries to lure more paid ads, the company seems aware of the danger of breaking the social media flow.

"We don't want to interrupt the experience," Mr. Chandlee said. "We want users to look at an ad and go, 'That was amazing,' not, 'I watched that because it was in my feed.'

**IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF PUERTO RICO**  
In re:  
**THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO,**  
as representative of  
**THE COMMONWEALTH OF PUERTO RICO, THE EMPLOYEES RETIREMENT SYSTEM OF THE GOVERNMENT OF THE COMMONWEALTH OF PUERTO RICO, AND THE PUERTO RICO PUBLIC BUILDINGS AUTHORITY,**  
Debtors.<sup>1</sup>

**NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) ESTABLISHMENT OF RECORD DATES, (III) HEARING ON CONFIRMATION OF THE PLAN OF ADJUSTMENT AND PROCEDURES FOR OBJECTION TO CONFIRMATION OF THE PLAN OF ADJUSTMENT, (IV) PROCEDURES AND DEADLINE FOR VOTING ON THE PLAN OF ADJUSTMENT AND MAKING CERTAIN ELECTIONS THEREUNDER**

**VOTING AND ELECTION DEADLINE: 5:00 p.m. (AST) on October 4, 2021**  
**OBJECTION DEADLINE: 5:00 p.m. (AST) on October 19, 2021**  
**CONFIRMATION HEARING: November 8 – 10, 12, 15 – 18, and 22 – 23, 2021 at 9:30 a.m. (AST)**

If you have any questions regarding this notice, please contact Prime Clerk LLC by telephone at (844) 822-9231 (toll free for U.S. and Puerto Rico) or (646) 486-7944 (for international callers), available 10:00 a.m. to 7:00 p.m. (Atlantic Time) (Spanish available), or by email at puertoricoinfo@primerclerk.com.

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. **Approval of Disclosure Statement.** By order, dated August 2, 2021 [ECF No. 17639] (the "Disclosure Statement"), the United States District Court for the District of Puerto Rico ("the Court") approved the adequacy of the information contained in the Disclosure Statement for the Seventh Amended Title III Joint Plan of Adjustment of the Commonwealth of Puerto Rico, et al., dated July 30, 2021 (as the same may be amended or modified, including all exhibits and attachments thereto, the "Disclosure Statement"), filed by the Financial Oversight and Management Board on behalf of the Debtors, and authorized the Debtors to solicit votes with respect to the acceptance or rejection of the Seventh Amended Title III Joint Plan of Adjustment of the Commonwealth of Puerto Rico, et al., dated July 30, 2021 (as the same may be amended or modified, including all exhibits and supplements thereto, the "Plan").

2. Pursuant to the Disclosure Statement, the Debtors will mail materials needed for voting on the Plan or making elections on distributions thereunder (the "Voting Package") to holders of claims in the following Classes (collectively, the "Voting Classes"):

Y vintage PBA Bond Claims Class 1  
Y vintage PBA Bond Claims (Assured) Class 2  
Y vintage PBA Bond Claims (National) Class 3  
Y vintage PBA Bond Claims (Ambar) Class 4  
Y vintage PBA Bond Claims (FGIC) Class 5  
Y vintage PBA Bond Claims (Syncra) Class 6  
Y Retail vintage PBA Bond Claims Class 7  
Y vintage CW Bond Claims Class 8  
Y 2011 PBA Bond Claims Class 9  
Y 2012 PBA Bond Claims Class 10  
Y 2013 PBA Bond Claims Class 11  
Y PBA/ORA Secured Claims Class 12  
Y PBA General Unsecured Claims Class 13  
Y Retired ERPS Participant Above-Threshold Claims Class 14  
Y vintage CW Bond Claims Class 15  
Y Retail vintage CW Bond Claims Class 16  
Y vintage CW Bond Claims (Assured) Class 17  
Y vintage CW Bond Claims (National) Class 18  
Y vintage CW Bond Claims (Ambar) Class 19  
Y vintage CW Bond Claims (FGIC) Class 20  
Y vintage CW Bond Claims (Syncra) Class 21  
Y PBA/ORA Secured Claims Class 22  
Y PBA General Unsecured Claims Class 23  
Y Retired ERPS Participant Above-Threshold Claims Class 24  
Y vintage CW Bond Claims Class 25  
Y Eminent Domain Claims Class 26  
Y CW General Unsecured Claims Class 27  
Y CW/HFTA Claims Class 28  
Y CW/Conversion Center Claims Class 29  
Y CW/PPIP/Rum Tax Claims Class 30  
Y CW/MBA Claims Class 31  
Y 2011 CW Bond Claims Class 32  
Y PBA/ORA Secured Claims Class 33  
Y PBA General Unsecured Claims Class 34  
Y Federal Claims Class 35

Y vintage PBA Bond Claims Class 1  
Y 2011 CW Series D/E/PB Bond Claims Class 2  
Y 2011 CW Series D/E/PB Bond (Assured) Claims Class 3  
Y 2011 CW Series D/E/PB Bond (Syncra) Claims Class 4  
Y 2012 CW Bond Claims Class 5  
Y 2012 CW Bond Claims (Assured) Class 6  
Y 2012 CW Guarantee Bond Claims Class 7  
Y 2014 CW Bond Claims Class 8  
Y 2014 CW Bond Claims Class 9  
Y 2014 CW Bond Claims Class 10  
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Y CW General Unsecured Claims Class 20  
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Y CW/Conversion Center Claims Class 22  
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Y 2014 CW Bond Claims Class 8  
Y 2014 CW Bond Claims Class 9  
Y 2014 CW Bond Claims Class 10  
Y 2014 CW Guarantee Bond Claims Class 11  
Y Retired IRS Participant Below-Threshold Claims Class 12  
Y Retired IRS Participant Above-Threshold Claims

## Exhibit R

*Bond Buyer*

(September 29, 2021)

**Copy Of  
Advertisement  
Of**

**Certificate of Publication**

Yohanna Beato, is the Billing Coordinator of the BOND BUYER, a daily newspaper printed and published at One State Street Plaza, in the City of New York, County of New York, State of New York; and the notice, of which the annexed is a printed copy, was regularly published in said BOND BUYER on September 1st, 15th, & 29th 2021.

X      *Yohanna Beato*  
          *Billing Coordinator*  
          *September 29th 2021*

# Legal Notice

Wednesday, September 29, 2021

www.bondbuyer.com

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## Legal Notice (Page 1 of 3)

### IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF PUERTO RICO

In re:  
THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD  
FOR PUERTO RICO,  
as representative of  
THE COMMONWEALTH OF PUERTO RICO, THE EMPLOYEES  
RETIREMENT SYSTEM OF THE GOVERNMENT OF THE  
COMMONWEALTH OF PUERTO RICO, AND THE PUERTO  
RICO PUBLIC BUILDINGS AUTHORITY,  
Debtors.<sup>1</sup>

PROMESA  
Title III  
No. 17 BK 3283-LTS  
(Jointly  
Administered)

### NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) ESTABLISHMENT OF RECORD DATES, (III) HEARING ON CONFIRMATION OF THE PLAN OF ADJUSTMENT AND PROCEDURES FOR OBJECTION TO CONFIRMATION OF THE PLAN OF ADJUSTMENT, (IV) PROCEDURES AND DEADLINE FOR VOTING ON THE PLAN OF ADJUSTMENT AND MAKING CERTAIN ELECTIONS THEREUNDER

VOTING AND ELECTION DEADLINE: 5:00 p.m. (AST) on October 4, 2021

OBJECTION DEADLINE: 5:00 p.m. (AST) on October 19, 2021

CONFIRMATION HEARING: November 8 – 10, 12, 15 – 18, and 22 - 23, 2021 at 9:30 a.m. (AST)

If you have any questions regarding this notice, please contact Prime Clerk LLC by telephone at (844) 822-9231 (toll free for U.S. and Puerto Rico) or (646) 486-7944 (for international callers), available 10:00 a.m. to 7:00 p.m. (Atlantic Standard Time) (Spanish available), or by email at [puertoricoinfo@primeclerk.com](mailto:puertoricoinfo@primeclerk.com).

#### PLEASE TAKE NOTICE OF THE FOLLOWING:

1. **Approval of Disclosure Statement.** By order, dated August 2, 2021 [ECF No. 17639] (the "Disclosure Statement Order"), the United States District Court for the District of Puerto Rico (the "Court") approved the adequacy of the information contained in the *Disclosure Statement for the Seventh Amended Title III Joint Plan of Adjustment of the Commonwealth of Puerto Rico, et al.*, dated July 30, 2021 (as the same may be amended or modified, including all exhibits and attachments thereto, the "Disclosure Statement"), filed by the Financial Oversight and Management Board on behalf of the Debtors, and authorized the Debtors to solicit votes with respect to the acceptance or rejection of the *Seventh Amended Title III Joint Plan of Adjustment of the Commonwealth of Puerto Rico, et al.*, dated July 30, 2021 (as the same may be amended or modified, including all exhibits and supplements thereto, the "Plan").<sup>2</sup>

You may obtain a hard copy of the Plan and Disclosure Statement, including Spanish translations thereof, by contacting the Ballotting Agent, Prime Clerk LLC:

Telephone (10:00 a.m. to 7:00 p.m. (AST)) (Spanish available):

(844) 822-9231 (toll free for U.S. and Puerto Rico)

(646) 486-7944 (for international callers)

Email: [puertoricoinfo@primeclerk.com](mailto:puertoricoinfo@primeclerk.com)

Alternatively, electronic copies of the Disclosure Statement and Plan are available by visiting <https://cases.primeclerk.com/puertorico/>.

2. Pursuant to the Disclosure Statement Order, the Debtors will mail materials needed for voting on the Plan or making elections on distributions thereunder (the "Solicitation Package") to holders Claims in the following Classes (collectively, the "Voting Classes"):

	Class		Class
Vintage PBA Bond Claims	Class 1	2011 CW Guarantee Bond Claims	Class 34
Vintage PBA Bond Claims (Assured)	Class 2	2011 CW Series D/E/PIB Bond Claims	Class 36
Vintage PBA Bond Claims (National)	Class 3	2011 CW Series D/E/PIB Bond Claims (Assured)	Class 37
Vintage PBA Bond Claims (Ambac)	Class 4	Retail 2011 CW Series D/E/PIB Bond Claims	Class 38
Vintage PBA Bond Claims (FGIC)	Class 5	2012 CW Bond Claims	Class 40
Vintage PBA Bond Claims (Syncora)	Class 6	Retail 2012 CW Bond Claims	Class 41
Retail Vintage PBA Bond Claims	Class 7	2012 CW Bond Claims (Assured)	Class 42
2011 PBA Bond Claims	Class 8	2012 CW Guarantee Bond Claims	Class 44
Retail 2011 PBA Bond Claims	Class 9	2014 CW Bond Claims	Class 46
2012 PBA Bond Claims	Class 10	Retail 2014 CW Bond Claims	Class 47
Retail 2012 PBA Bond Claims	Class 11	2014 CW Guarantee Bond Claims	Class 49
PBA/DRA Secured Claims	Class 12	Retired JRS Participant Below-Threshold Claims	Class 51B
PBA General Unsecured Claims	Class 13	Retired ERS Participant Above-Threshold Claims	Class 51D
PBA/DRA Unsecured Claims	Class 14	Retired JRS Participant Above-Threshold Claims	Class 51E
Vintage CW Bond Claims	Class 15	Retired TRS Participant Above-Threshold Claims	Class 51F
Retail Vintage CW Bond Claims	Class 16	Active ERS Participant Claims	Class 51G
Vintage CW Bond Claims (Assured)	Class 17	Active JRS Participant Claims	Class 51H
Vintage CW Bond Claims (National)	Class 18	Active TRS Participant Claims	Class 51I
Vintage CW Bond Claims (Ambac)	Class 19	VTP Payroll Participant Above-Threshold Claims	Class 51L
Vintage CW Bond Claims (FGIC)	Class 20	AFSCME Claims	Class 52
Vintage CW Bond Claims (Syncora)	Class 21	Dairy Producer Claims	Class 53
Vintage CW Guarantee Bond Claims	Class 23	Eminent Domain Claims	Class 54
Vintage CW Guarantee Bond Claims (Assured)	Class 24	Med Center Claims	Class 56
Vintage CW Guarantee Bond Claims (National)	Class 25	CW General Unsecured Claims	Class 58
Vintage CW Guarantee Bond Claims (Ambac)	Class 26	CW/HTA Claims	Class 59
Vintage CW Guarantee Bond Claims (FGIC)	Class 27	CW/Convention Center Claims	Class 60
Vintage CW Guarantee Bond Claims (Syncora)	Class 28	CW/PRIFA Rum Tax Claims	Class 61
2011 CW Bond Claims	Class 30	CW/MBA Claims	Class 62
Retail 2011 CW Bond Claims	Class 31	ERS Bond Claims	Class 65
2011 CW Bond Claims (Assured)	Class 32	ERS General Unsecured Claims	Class 66
		Federal Claims	Class 69

3. **Confirmation Hearing.** A hearing to consider confirmation of the Plan (the "Confirmation Hearing") will be held before The Honorable Laura Taylor Swain, via telephonic hearing through CourtSolutions on **November 8 – 10, 12, 15 – 18, and 22 - 23, 2021 at 9:30 a.m. (Atlantic Standard Time)**.

4. The Confirmation Hearing may be continued from time to time by the Court or the Oversight Board, without further notice or through adjournments announced in open court or as indicated in any notice of agenda of matters scheduled for hearing filed with the Court, and the Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing, in accordance with the modification provisions of the Plan and Local Rule 3016-2, without further notice to interested parties.

5. **Plan Confirmation Depository.** Information relating to confirmation of the Plan is available online in the Plan Confirmation Depository at [titleiiplandataroom.com](http://titleiiplandataroom.com).

6. **Confirmation Objection Deadline.** The Court has established **5:00 p.m. (Atlantic Standard Time) on October 19, 2021** (the "Confirmation Objection Deadline") as the deadline to file objections or responses to confirmation of the proposed Plan.

7. **Objections and Responses to Confirmation.** Objections and responses to confirmation of the Plan must:

- a. Be in writing, in English, and signed;
- b. State the name, address, and nature of the Claim of the objecting or responding party;
- c. State with particularity the basis and nature of any objection or response and include, where appropriate, proposed language to be inserted in the Plan to resolve any such objection or response;
- d. Be filed electronically with the Court on the docket of *In re Commonwealth of Puerto Rico*, Case No. 17 BK 3283-LTS, through the Court's case filing system in searchable portable document format **on or before October 19, 2021 at 5:00 p.m. (Atlantic Standard Time)**.

i. If you are not an attorney who is a registered user of the Court's case filing system, you may instead mail your objection to the Court's Clerk's office at:

United States District Court, Clerk's Office  
150 Ave. Carlos Chardon Ste. 150,  
San Juan, PR 00918-1767

so as to be received **on or before October 19, 2021 at 5:00 p.m. (Atlantic Standard Time)**, and

e. Be served upon the Office of the United States Trustee for the District of Puerto Rico, Edificio Ochoa, 500 Tanca Street, Suite 301, San Juan, PR 00901 (re: *In re: Commonwealth of Puerto Rico*) so as to be received on or before the Final Confirmation Objection Deadline.

8. **Participation in Confirmation Discovery.** If you wish to participate in discovery in connection with confirmation of the Plan, you must file a notice of your intention to participate in discovery (a "Discovery Notice"), a form of which is available at <https://cases.primeclerk.com/puertorico/>. If you file your Discovery Notice on or before **August 15, 2021**, you may be granted access to documents in the Plan Depository, where information and documents concerning the Plan are kept, and will also be able to serve your own discovery requests. If you file your Discovery Notice **after August 15, 2021, but on or before October 19, 2021**, you may be granted access to documents in the Plan Depository. Please note that access to the information in the Plan Depository may also require complying with the Debtors' access requirements.

9. You must submit the Discovery Notice in the form provided on the Title III Case website above, which must:

- a. Be in writing, in English, and be signed;
- b. State your name, address, the nature of your Claim, and your Claim number;
- c. State your intention to participate in discovery in connection with confirmation of the Plan; and
- d. Be filed electronically with the Court on the docket using the CM/ECF docket event Notice of Intent to Participate in Discovery for Commonwealth Plan Confirmation, in *In re Commonwealth of Puerto Rico*, Case No. 17 BK 3283-LTS, through the Court's case filing system on or before the applicable deadline.

i. If you are not represented by counsel, you may instead mail your Discovery Notice to the Court's Clerk's office at:

United States District Court, Clerk's Office  
150 Ave. Carlos Chardon Ste. 150  
San Juan, PR 00918-1767

so as to be received on or before the applicable deadline.

10. **You must timely file a Discovery Notice to participate in discovery in connection with confirmation of the Plan.** Failure to timely file a Discovery Notice, however, will not preclude you from filing an objection to confirmation of the Plan on or before the Confirmation Objection Deadline, but will preclude you from being able to view documents in the Plan Depository, and from taking discovery.

11. **Discovery Timetable and Deadlines.** The Court has established the following discovery dates and deadlines, which are applicable to the Debtors and to other parties in interest who have timely filed a Discovery Notice and are eligible to participate in discovery:<sup>3</sup>

#### Summary of Certain Deadlines

August 3, 2021	Deadline for the Debtors to file a preliminary fact witness list and topics about which each witness will testify ("Debtors' Preliminary Fact Witness List"). Deadline for the Debtors to file an opening summary brief explaining what the Debtors expect to prove at confirmation.
August 6, 2021	Opening date for all parties to serve initial requests for production of non-depository documents ("Initial Production Requests"). Creditors and parties in interest may serve Initial Production Requests only following their filing of a Notice of Intent to Participate in Discovery (as defined below). Responses and objections to such Initial Production Requests shall be served within seven (7) days of service of such Requests.
August 15, 2021	Deadline for Eligible Creditors and parties in interest to file a "Notice of Intent to Participate in Discovery," also known as a "Discovery Notice." Only parties who file a timely Notice of Intent to Participate in Discovery can propound discovery, but failure to do so does not preclude a party from objecting to confirmation of the Plan.

September 6, 2021	Deadline for Eligible Creditors to file a preliminary fact witness list and topics about which each witness is expected to testify (an "Eligible Creditor's Preliminary Fact Witness List"). Deadline for all parties to serve opening expert disclosures ("Opening Expert Disclosures").
September 13, 2021	Deadline for all parties to serve opening expert reports ("Opening Expert Reports"). Deadline for all parties to serve initial notices of deposition, topics and requested times for depositions ("Initial Notices of Deposition") (all parties are limited to seven (7)-hour time limit for depositions). Subsequent notices are allowed provided discovery is completed within time allowed.
September 30, 2021	Deadline for all parties to file <i>Daubert</i> motions and motions <i>in limine</i> .
October 1, 2021	Deadline for all parties to serve up to fifteen (15) interrogatories ("Interrogatories"), including subparts. Responses and objections to such Interrogatories shall be served within ten (10) days of service of such Interrogatories.
October 4, 2021	Deadline for all parties to serve rebuttal expert disclosures ("Rebuttal Expert Disclosures"). Deadline for all parties to file any follow-up requests for production ("Follow-Up Production Requests") and collectively with Initial Production Requests, "Production Requests".
October 8, 2021	Deadline for all parties to file rebuttal expert reports ("Rebuttal Expert Reports"). Deadline for the Debtors to file an initial proposed order in support of confirmation of the Plan (the "Initial Proposed Confirmation Order").
October 11, 2021	Deadline for all parties to serve requests for admission, limited to authentication of documents ("Admission Requests"). Completion of fact discovery (the "Fact Discovery Deadline").
October 15, 2021	Deadline for all parties to file oppositions to <i>Daubert</i> motions and motions <i>in limine</i> .
October 18, 2021	Completion of expert discovery (the "Expert Discovery Deadline").
October 19, 2021	Deadline for Eligible Creditors to file objections to confirmation of the Plan ("Objections"). Deadline to file Notice of Intent to Participate in Discovery or Discovery Notice for Eligible Creditors who solely want access to documents in the Plan Depository.
October 22, 2021	Deadline for Eligible Creditors to file objections to the Initial Proposed Confirmation Order. Deadline for all parties to file finalized witness lists, exhibit lists and deposition designations. Deadline for all parties to file replies to <i>Daubert</i> motions and motions <i>in limine</i> .
October 25, 2021	Deadline for all parties to file witness declarations to be used at the Confirmation Hearing ("Witness Declarations"). Deadline for Debtors to file initial proposed findings of fact and conclusions of law in support of confirmation of the Plan (the "Initial Findings of Fact and Conclusions of Law").
October 27, 2021	Deadline for Debtors to file Replies in Support of the Proposed Confirmation Order, and for Debtors to file Replies to Objections to Confirmation of the Plan.
October 30, 2021	Deadline for all parties to serve counter-designations, objections to deposition designations, or objections to exhibit lists.
November 1, 2021	Virtual hearing on motions <i>in limine</i> .
November 8, 2021	Start of Confirmation Hearing.
	12. <b>Voting Record Date.</b> The voting record date is <b>July 13, 2021</b> (the "Voting Record Date"), which is the date for determining which holders of Claims in Voting Classes (except Bond Classes, Class 51, and Class 52) are entitled to vote on the Plan. Therefore, only those creditors in a Class entitled to vote on the Plan and holding Claims against the Debtors (except in the Bond Classes, Class 51, and Class 52) as of the Voting Record Date are entitled to vote on the Plan.
	13. <b>Voting Deadline.</b> The deadline for voting on the Plan is on <b>October 4, 2021, at 5:00 p.m. (Atlantic Standard Time)</b> , unless such time is extended (the "Voting Deadline"). <b>You are not required to vote on the Plan to receive distributions pursuant to the terms of the Plan, if confirmed by the Court, and provided you hold an Allowed Claim.</b>
	14. If you received a Solicitation Package, including a Ballot or Notice and intend to vote on the Plan, you <b>must</b> : (a) follow the instructions carefully; (b) complete <b>all</b> of the required information on the Ballot (as applicable); and (c) either (i) execute and return your completed Ballot according to and as set forth in detail in the voting instructions included in the Solicitation Package so that your Ballot is <b>actually received</b> by the Debtors' solicitation agent, Prime Clerk (the "Ballotting Agent") on or before the Voting Deadline, or (ii) instruct your broker or nominee (each, a "Nominee") to electronically deliver your bonds via the Automated Tender Offer Program ("ATOP") at The Depository Trust Company ("DTC") in accordance with your desire to vote to accept or reject the Plan on or before the Voting Deadline. <b>Failure to follow such instructions may disqualify your vote.</b>
	15. <b>Election Deadline.</b> The deadline for holders of eligible Bond Claims that have the right to make an election of the form of distributions under the Plan to make such election is on <b>October 4, 2021, at 5:00 p.m. (Atlantic Standard Time)</b> , unless such time is extended (the "Election Deadline"). If you received a Notice with an option to make an election, you <b>must</b> : (a) follow the instructions carefully; and (b) deliver <b>all</b> of the required information according to and as set forth in detail in the election instructions so that it is received by your Nominee in sufficient time for your Nominee to <b>actually effectuate</b> your election through DTC's ATOP on or before the Election Deadline.

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# Legal Notice

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16. **Parties in Interest Not Entitled to Vote.** Creditors in the following Classes are deemed to reject the Plan and not entitled to vote:

- Class 63 (CW Appropriations Claims), and
- Class 64 (CW 510(b) Subordinated Claims).

17. Creditors in the following Classes are deemed to accept the Plan and not entitled to vote, but will receive distributions pursuant to the terms of the Plan, if confirmed by the Court:

- Class 51A (Retired ERS Participant Below-Threshold Claims),
- Class 51C (Retired TRS Participant Below-Threshold Claims),
- Class 51J (System 2000 Participant Claims),
- Class 51K (VTP Payroll Participant Below-Threshold Claims),
- Class 55 (Energy Incentive Claims),
- Class 57 (Tax Credit Claims),
- Class 67 (Gracia-Gracia Claims), and
- Class 68 (Convenience Claims).

18. If a Claim is listed on the Debtors' list of creditors [Case No. 17-3283, ECF Nos. 1215, 1316, 2582, 10708] as contingent, unliquidated, or disputed and a proof of claim was not (i) filed by the earlier of the applicable bar date for the filing of proofs of claim established by the Court or the Voting Record Date (as applicable); or (ii) deemed timely filed by an order of the Court prior to the Voting Deadline, such Claim shall not be entitled to vote to accept or reject the Plan. Proofs of claim filed for \$0.00 or Claims that have been expunged by order of the Court are also not entitled to vote.

19. If you are in Classes 63 or 64, or have timely filed a proof of claim and disagree with the Debtors' classification of, objection to, or request for estimation of your Claim and believe you should be entitled to vote on the Plan, you must serve the Debtors and the U.S. Trustee (address listed in paragraph 7(e) above) and file with the Court (with a copy to Chambers) a motion (a "Rule 3018(a) Motion") for an order pursuant to Rule 3018 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") temporarily allowing your Claim in a different amount or in a different Class for purposes of voting to accept or reject the Plan. All Rule 3018(a) Motions must be filed on or before the tenth (10th) day after the later of (i) service of this Confirmation Hearing Notice and (ii) service of notice of an objection or request for estimation, if any, as to such Claim. In accordance with Bankruptcy Rule 3018(a), as to any to any creditor filing a Rule 3018(a) Motion, such creditor's Ballot will not be counted except as may be otherwise ordered by the Court prior to the Voting Deadline (**October 4, 2021 at 5:00 p.m. (Atlantic Standard Time)**). Creditors may contact the Balloting Agent (i) via first class mail or via overnight courier, at Puerto Rico Ballot Processing, C/O Prime Clerk LLC, One Grand Central Place, 60 East 42<sup>nd</sup> Street, Suite 1440, New York, NY 10165, (ii) by telephone at (844) 822-9231 (toll free for U.S. and Puerto Rico) or (646) 486-7944 (for international callers), available 10:00 a.m. to 7:00 p.m. (Atlantic Standard Time) (Spanish available), or (iii) by email at [puertoricoinfo@primeclerk.com](mailto:puertoricoinfo@primeclerk.com), to receive an appropriate Ballot for any Claim for which a proof of claim has been timely filed and a Rule 3018(a) Motion has been granted. Rule 3018(a) Motions that are not timely filed and served in the manner set forth herein shall not be considered.

20. If you wish to have your Claim temporarily allowed for voting purposes pursuant to Bankruptcy Rule 3018(a), a form of Rule 3018(a) motion together with instructions for filing and serving the motion is available at <https://cases.primeclerk.com/puertorico/>.

21. **Parties Who Will Not Be Treated as Creditors.** Any holder of a Claim that (i) is scheduled in the List of Creditors at \$0.00 and is not the subject of a timely filed proof of claim or a proof of claim deemed timely filed with the Court pursuant to either the Bankruptcy Code or any order of the Court, or otherwise deemed timely filed under applicable law, or (ii) is not scheduled and is not the subject of a timely filed proof of claim or a proof of claim deemed timely filed with the Court pursuant to either the Bankruptcy Code or any order of the Court, or otherwise deemed timely filed under applicable law, shall not be treated as a creditor with respect to such Claim for purposes of (a) receiving notices regarding the Plan, and (b) voting on the Plan.

22. **Additional Information.** Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement or the Plan, including Spanish translations thereof, should contact the Balloting Agent, Prime Clerk LLC, by telephone at (844) 822-9231 (toll free for U.S. and Puerto Rico) or (646) 486-7944 (for international callers), available 10:00 a.m. to 7:00 p.m. (Atlantic Standard Time) (Spanish available), or by email at [puertoricoinfo@primeclerk.com](mailto:puertoricoinfo@primeclerk.com), or may view such documents by accessing either <https://cases.primeclerk.com/puertorico/> or the Court's website, <https://www.prd.uscourts.gov/>. Please note that a Public Access to Court Electronic Records ("PACER") (<http://www.pacer.psc.uscourts.gov>) password and login are needed to access documents on the Court's website.

23. **Bankruptcy Rules 2002(c)(3) and 3016(c).** In accordance with Bankruptcy Rules 2002(c)(3) and 3016(c), set forth below are the release, exculpation, and injunction provisions contained in the Plan:

### Section 92.2 – Discharge and Release of Claims and Causes of Action:

(a) Except as expressly provided in the Plan or the Confirmation Order, all distributions and rights afforded under the Plan shall be, and shall be deemed to be, in exchange for, and in complete satisfaction, settlement, discharge and release of, all Claims or Causes of Action against the Released Parties that arose, in whole or in part, prior to the Effective Date, relating to the Title III Cases, the Debtors or Reorganized Debtors or any of their respective Assets, property, or interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, and regardless of whether any property will have been distributed or retained pursuant to the Plan on account of such Claims or Causes of Action. Upon the Effective Date, the Debtors and Reorganized Debtors shall be deemed discharged and released from any and all Claims, Causes of Action and any other debts that arose, in whole or in part, prior to the Effective Date (including prior to the Petition Date), and Claims of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code and PROMESA Section 407, whether or not (a) a proof of claim based upon such Claim is filed or deemed filed under section 501 of the Bankruptcy Code, (b) such Claim is allowed under section 502 of the Bankruptcy Code and PROMESA Section 407 (or is otherwise resolved), or (c) the holder of a Claim based upon such debt voted to accept the Plan. For the avoidance of doubt, nothing contained herein or in the Confirmation Order shall release, discharge or enjoin any claims or causes of action against PREPA arising from or related to PREPA-issued bonds, including, without limitation, Monoline-issued insurance pertaining thereto, and PREPA is not releasing any claims or causes of action against any non-Debtor Entity. Claims and causes of action against PREPA arising from or related to PREPA-issued bonds, and

releases against PREPA and its assets shall be addressed in PREPA's Title III case, including, without limitation, any plan of adjustment therein.

(b) Except as expressly provided in the Plan or the Confirmation Order, all Entities shall be precluded from asserting any and all Claims against the Debtors and Reorganized Debtors, and each of their respective Assets, property and rights, remedies, Claims or Causes of Action or liabilities of any nature whatsoever, relating to the Title III Cases, the Debtors or Reorganized Debtors or any of their respective Assets and property, including any interest accrued on such Claims from and after the Petition Date, and regardless of whether any property will have been distributed or retained pursuant to the Plan on account of such Claims or other obligations, suits, judgments, damages, debts, rights, remedies, causes of action or liabilities. In accordance with the foregoing, except as expressly provided in the Plan or the Confirmation Order, the Confirmation Order shall constitute a judicial determination, as of the Effective Date, of the discharge and release of all such Claims, Causes of Action or debt of or against the Debtors and the Reorganized Debtors pursuant to sections 524 and 944 of the Bankruptcy Code, applicable to the Title III Case pursuant to Section 301 of PROMESA, and such discharge shall void and extinguish any judgment obtained against the Debtors or Reorganized Debtors and their respective Assets, and property at any time, to the extent such judgment is related to a discharged Claim, debt or liability. As of the Effective Date, and in consideration for the value provided under the Plan, each holder of a Claim in any Class under this Plan shall be and hereby is deemed to release and forever waive and discharge as against the Debtors and Reorganized Debtors, and their respective Assets and property and all such Claims.

(c) Notwithstanding any other provisions of this Section 92.2, in accordance with the provisions of the GO/PBA Plan Support Agreement, each of the GO/PBA PSA Creditors and their respective Related Persons, solely in their capacity as Creditors of the Debtors, shall (i) be deemed to have released and covenanted not to sue or otherwise pursue or seek to recover damages or to seek any other type of relief against any of the Government Releasees based upon, arising from or relating to the Government Released Claims or any of the Claims or Causes of Action asserted or which could have been asserted, including, without limitation, in the Clawback Actions and the Lift Stay Motions, and (ii) not directly or indirectly aid any person in taking any action with respect to the Government Released Claims that is prohibited by this Section 92.2.

(d) **Limitation.** Notwithstanding anything contained herein or in the Confirmation Order to the contrary, no provision shall (i) preclude the SEC from enforcing its police or regulatory powers, or (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, causes of action, proceedings or investigations against any non-debtor person or non-debtor entity in any forum.

(e) **United States Limitation.** Notwithstanding anything contained herein or in the Confirmation Order to the contrary, no provision shall (i) impair the United States, its agencies, departments, or agents, or in any manner relieve the Debtors or the Reorganized Debtors, as the case may be, from compliance with federal laws or territorial laws and requirements implementing a federally authorized or federally delegated program protecting the health, safety, and environment of persons in such territory, (ii) expand the scope of any discharge, release, or injunction to which the Debtors or the Reorganized Debtors are entitled under Title III, and (iii) discharge, release, enjoin, or otherwise bar (A) any liability of the Debtors or the Reorganized Debtors to the United States arising from and after the Effective Date, (B) any liability to the United States that is not a Claim, (C) any affirmative defense or any right of setoff or recoupment of the United States, the Debtors or the Reorganized Debtors, as the case may be, and such rights of setoff and recoupment of such parties are expressly preserved, (D) the continued validity of the obligations of the United States, the Debtors or the Reorganized Debtors, as the case may be, under any United States grant or cooperative assistance agreement, (E) the Debtors' or the Reorganized Debtors' obligations arising under federal police or regulatory laws, including, but not limited to, laws relating to the environment, public health or safety, or territorial laws implementing such federal legal provisions, including, but not limited to, compliance obligations, requirements under consent decrees or judicial orders, and obligations to pay associated administrative, civil, or other penalties, and (F) any liability to the United States on the part of any non-debtor. Without limiting the foregoing, nothing contained herein or in the Confirmation Order shall be deemed (i) to determine the tax liability of any Entity, including, but not limited to, the Debtors and the Reorganized Debtors, (ii) to be binding on the IRS with regard to the federal tax liabilities, tax status, or tax filing and withholding obligations of any entity, including, but not limited to, the Debtors and the Reorganized Debtors, (iii) to release, satisfy, discharge, or enjoin the collection of any claim of the IRS against any Entity other than the Debtors and the Reorganized Debtors, and (iv) to grant any relief to any Entity that the Court is prohibited from granting the Declaratory Judgment Act, 28 U.S.C. § 2201(a), or the Tax Anti-Injunction Act, 26 U.S.C. § 7421(a).

(f) **Underwriter Actions.** Notwithstanding anything contained herein or in the Confirmation Order to the contrary, including, without limitation, Sections 92.2, 92.3 and 92.11 of the Plan, except as may be precluded pursuant to the provisions of PROMESA, nothing in the Plan, the Confirmation Order or any Plan-related document set forth in the Plan Supplement is intended, nor shall it be construed, to impair, alter, modify, diminish, prohibit, bar, restrain, enjoin, release, reduce, eliminate or limit the rights of the plaintiffs and defendants, including, without limitation, the parties to the Underwriter Actions, from asserting their respective rights, claims, causes of action or defenses in the Underwriter Actions, including, but not limited to, any Claims, defenses, Causes of Action, and rights of setoff or recoupment (to the extent available).

**Section 92.3 – Injunction on Claims:** Except as otherwise expressly provided in the Plan, the Confirmation Order or such other Final Order of the Title III Court that may be applicable, all Entities who have held, hold or may hold Claims or any other debt or liability that is discharged or released pursuant to Section 92.2 hereof or who have held, hold or may hold Claims or any other debt or liability that is discharged or released pursuant to Section 92.2 hereof are permanently enjoined, from and after the Effective Date, from (a) commencing or continuing, directly or indirectly, in any manner, any action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) of any kind on any such Claim or other debt or liability that is discharged pursuant to the Plan against any of the Released Parties or any of their respective assets or property, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against any of the Released Parties or any of their respective assets or property on account of any Claim or other debt or liability that is discharged pursuant to the Plan against any of the Released Parties or any of their respective assets or property on account of any Claim or other debt or liability that is discharged pursuant to the Plan, and (d) except to the extent provided, permitted or preserved by

sections 553, 555, 556, 559, or 560 of the Bankruptcy Code or pursuant to the common law right of recoupment, asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from any of the Released Parties or any of their respective assets or property, with respect to any such Claim or other debt or liability that is discharged pursuant to the Plan. Such injunction shall extend to all successors and assigns of the Released Parties and their respective assets and property.

**Section 92.5 – Releases by the Debtors and Reorganized Debtors:** Except as otherwise expressly provided in the Plan or the Confirmation Order, on the Effective Date, and for good and valuable consideration, each of the Debtors and Reorganized Debtors, the Disbursing Agent and each of the Debtors' and Reorganized Debtors' Related Persons shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit, and discharge the Released Parties from any and all Claims or Causes of Action that the Debtors, Reorganized Debtors, and the Disbursing Agent, or any of them, or anyone claiming through them, on their behalf or for their benefit, have or may have or claim to have, now or in the future, against any Released Party that are Released Claims or otherwise are based upon, relate to, or arise out of or in connection with, in whole or in part, any act, omission, transaction, event or other circumstance relating to the Title III Cases or the Debtors taking place or existing on or prior to the Effective Date, and/or any Claim, act, fact, transaction, occurrence, statement, or omission in connection therewith or alleged or that could have been alleged, including, without limitation, any such Claim, demand, right, liability, or cause of action for indemnification, contribution, or any other basis in law or equity for damages, costs or fees.

**Section 92.6 – Injunction Related to Releases:** As of the Effective Date, all Entities that hold, have held, or may hold a Released Claim that is released pursuant to Section 92.5 of the Plan, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Released Claims: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation owed to any Entity released under Section 92.5 hereof; and (v) commencing or continuing in any manner, in any place or any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. For the avoidance of doubt, the following stipulations will terminate upon the entry of the Confirmation Order: the Fourth Amended Stipulation Between the Commonwealth of Puerto Rico and the Puerto Rico Highways and Transportation Authority Regarding the Tolling of Statute of Limitations and Consent Order [Case No. 173283-LTS, ECF No. 15854], as amended; and the Fourth Amended Stipulation and Consent Order Between Title III Debtors (Other Than COFINA) and the Puerto Rico Fiscal Agency and Financial Advisory Authority Acting on Behalf of the Governmental Entities Listed on Appendix "B" Regarding the Tolling of Statute of Limitations [Case NO. 17-3283-LTS, ECF No. 17394], as amended.

### Section 92.7 – Exculpation:

(a) **Government Parties:** The Oversight Board, AAFAF, the Debtors, and each of their respective Related Persons, solely acting in its capacity as such at any time up to and including the Effective Date, shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Title III Cases, the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan; provided, however, that the foregoing provisions of this Section 89.7 shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted intentional fraud or willful misconduct. Nothing in the foregoing provisions of this Section 89.7(a) shall prejudice the right of any of the Government Parties, and the Government Parties' officers and directors serving at any time up to and including the Effective Date, and each of their respective professionals to assert reliance upon advice of counsel as a defense with respect to their duties and responsibilities under the Plan.

(b) **PSA Creditors:** Each of the PSA Creditors solely in its capacity as a party to the GO/PBA Plan Support Agreement and/or the HTA/CCDA Plan Support Agreement and a Creditor and/or insurer, as applicable, from the Petition Date up to and including the Effective Date and each of their respective Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Title III Cases, mediation, the negotiation, formation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement, the GO/PBA Plan Support Agreement, the HTA/CCDA Plan Support Agreement, the Definitive Documents, or any other contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan; provided, however, that the foregoing provisions of this Section 92.7(b) shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted intentional fraud or willful misconduct.

(c) **Retiree Committee:** Each of the members of the Retiree Committee, solely in its capacity as a member of the Retiree Committee and a Creditor, as applicable, from the Petition Date up to and including the Effective Date and each of the Retiree Committee's Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Title III Cases, the formation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement, the Retiree Committee Plan Support Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan and the Retiree Committee Plan Support Agreement; provided, however, that the foregoing provisions of this Section 92.7(c) shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted intentional fraud or willful misconduct.

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(d) **Creditors' Committee:** Each of the members of the Creditors' Committee, solely in its capacity as a member of the Creditors' Committee, and the Creditors' Committee, from the Petition Date up to and including the Effective Date and each of the Creditors' Committee's Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Title III Cases, the formation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan; provided, however, that the foregoing provisions of this Section 92.7(d) shall not affect the liability of any Entity that would otherwise result from any such act or omission to the extent such act or omission is determined in a Final Order to have constituted intentional fraud or willful misconduct.

(e) **AFSCME:** Each of AFSCME solely in its capacity as a party to the AFSCME Plan Support Agreement and a Creditor, as applicable, from the Petition Date up to and including the Effective Date and each of their respective Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Title III Cases, the formation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement, the AFSCME Plan Support Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transaction set forth in the Plan and the AFSCME Plan Support Agreement; provided, however, that the foregoing provisions of this Section 89.7(e) shall not affect the liability of any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted intentional fraud or willful misconduct.

(f) **Monoline Insurers:** Ambac, Assured, FGIC, National, Syncora, and their Related Persons shall not have or incur any liability to any Entity for any act taken or omitted to be taken consistent with the Plan or in connection with the formulation, preparation, dissemination, implementation, acceptance, confirmation or approval of the Plan, including, without limitation, in connection with the treatment of Ambac Insured Bond Claims, Assured Insured Bond Claims, FGIC Insured Bond Claims, National Insured Bond Claims, or Syncora Insured Bond Claims, the voting procedures, the election procedures, and any release of obligations under the applicable Ambac Insurance Policies, Assured Insurance Policies, FGIC Insurance Policies, National Insurance Policies, or Syncora Insurance Policies; provided, however, that, notwithstanding anything contained herein to the contrary, the terms and provisions of the Plan shall not, and shall not be construed to, release or exculpate, with respect to any beneficial holder of Ambac Insured Bonds, Assured Insured Bonds, FGIC Insured Bonds, National Insured Bonds, or Syncora Insured Bonds any payment obligation under the applicable Ambac Insurance Policy, Assured Insurance Policy, FGIC Insurance Policy, National Insurance Policy, or Syncora Insurance Policy in accordance with its terms solely to the extent of any failure of such holder to receive the Ambac Treatment, Assured Treatment, FGIC Treatment, National Treatment, or Syncora Treatment, as applicable (or any claims that Ambac, Assured, FGIC, National, or Syncora may have against a beneficial holder of respective insured bonds with respect to Ambac's, Assured's, FGIC's, National's or Syncora's applicable obligations under the Ambac Insurance Policies, Assured Insurance Policies, National Insurance Policies, or Syncora Insurance Policies, as applicable).

**Section 92.8 – Appointments Related Litigation:** Notwithstanding anything contained herein to the contrary, in the event that a Final Order is entered in connection with the Appointments Related Litigation or the Uniformity Litigation subsequent to entry of the Confirmation Order, in consideration of the distributions made, to be made, or deemed to be made in accordance with the terms and provisions of the Plan and documents and instruments related hereto, all Creditors or such other Entities receiving, or deemed to have received, distributions pursuant to or as a result of the Plan, consent and agree that such Final Order shall not in any way or manner reverse, affect or otherwise modify the transactions contemplated in the Plan and the Confirmation Order, including, without limitation, the releases, exculpations and injunctions provided pursuant to Article XCI of the Plan.

**Section 92.9 – Bar Order:** To the limited extent provided in the Plan, each and every Entity is permanently enjoined, barred and restrained from instituting, prosecuting, pursuing or litigating in any manner any and all Claims, demands, rights, liabilities, or causes of action of any and every kind, character or nature whatsoever, in law or in equity, known or unknown, direct or derivative, whether asserted or unasserted, against any of the Released Parties, based upon, related to, or arising out of or in connection with any of the Released Claims, confirmation and consummation of the Plan, the negotiation and consummation of the GO/PBA Plan Support Agreement, or any claim, act, fact, transaction, occurrence, statement or omission in connection

with or alleged or that could have been alleged in the Title III Cases, including, without limitation, any such claim, demand, right, liability or cause of action for indemnification, contribution, or any other basis in law or equity for damages, costs or fees incurred arising directly or indirectly from or otherwise relating to the Title III Cases, either directly or indirectly by any Person for the direct or indirect benefit of any Released Party arising from or related to the claims, acts, facts, transactions, occurrences, statements or omissions that are, could have been or may be alleged in the related actions or any other action brought or that might be brought by, through, on behalf of, or for the benefit of any of the Released Parties (whether arising under federal, state or foreign law, and regardless of where asserted).

**Section 92.11 – Supplemental Injunction:** Notwithstanding anything contained herein to the contrary, except to the limited extent provided in the Plan, all Entities, including Entities acting on their behalf, who currently hold or assert, have held or asserted, or may hold or assert, any Released Claims against any of the Released Parties based upon, attributable to, arising out of or relating to the Title III Cases or any Claim against the Debtors, whenever and wherever arising or asserted, whether in the United States or anywhere else in the world, whether sounding in tort, contract, warranty, statute, or any other theory of law, equity or otherwise, shall be, and shall be deemed to be, permanently stayed, restrained and enjoined from taking any action against any of the Released Parties for the purpose of directly or indirectly collecting, recovering or receiving any payment or recovery with respect to any Released Claims arising prior to the Effective Date (including prior to the Petition Date), including, but not limited to:

(a) Commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Released Claim against any of the Released Parties or the assets or property of any Released Party;

(b) Enforcing, attaching, collecting or recovering, by any manner or means, any judgment, award, decree or order against any of the Released Parties or the assets or property of any Released Party with respect to any such Released Claim;

(c) Creating, perfecting or enforcing any Lien of any kind against any of the Released Parties or the assets or property of any Released Party with respect to any such Released Claim;

(d) Except as otherwise expressly provided in the Plan or the Confirmation Order, asserting, implementing or effectuating any setoff, right of subrogation, indemnity, contribution or recoupment of any kind against any obligation due to any of the Released Parties or against the property of any Released Party with respect to any such Released Claim; and

(e) Taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan or the Confirmation Order, provided, however, that the Debtors' compliance with the formal requirements of Bankruptcy Rule 3016 shall not constitute an admission that the Plan provides for any injunction against conduct not otherwise enjoined under the Bankruptcy Code.

Dated: August 2, 2021, San Juan, Puerto Rico  
Respectfully submitted, /s/ Martin J. Bienenstock, Martin J. Bienenstock (pro hac vice), Brian S. Rosen (pro hac vice), PROSKAUER ROSE LLP, Eleven Times Square, New York, NY 10036, Attorneys for the Financial Oversight and Management Board as representative for the Debtors -and- /s/ Hermann D. Bauer, Hermann D. Bauer, USDC No. 215205, O'NEILL & BORGES LLC, 250 Muñoz Rivera Ave., Suite 800, San Juan, PR 00918-1813, Co-Attorneys for the Financial Oversight and Management Board as representative for the Debtors

<sup>1</sup> The Debtors in these Title III Cases, along with each Debtor's respective Title III case number and the last four (4) digits of each Debtor's federal tax identification number, as applicable, are the (i) Commonwealth of Puerto Rico (Bankruptcy Case No. 17-BK-3283-LTS) (Last Four Digits of Federal Tax ID: 3481); (ii) Puerto Rico Sales Tax Financing Corporation ("COFINA") (Bankruptcy Case No. 17-BK-3284-LTS) (Last Four Digits of Federal Tax ID: 8474); (iii) Puerto Rico Highways and Transportation Authority ("HTA") (Bankruptcy Case No. 17-BK-3567-LTS) (Last Four Digits of Federal Tax ID: 3808); (iv) Employees Retirement System of the Government of the Commonwealth of Puerto Rico ("ERS") (Bankruptcy Case No. 17-BK-3566-LTS) (Last Four Digits of Federal Tax ID: 9686); (v) Puerto Rico Electric Power Authority ("PREPA") (Bankruptcy Case No. 17-BK-4780-LTS) (Last Four Digits of Federal Tax ID: 3747); and (vi) Puerto Rico Public Buildings Authority ("PBA") (Bankruptcy Case No. 19-BK-5523-LTS) (Last Four Digits of Federal Tax ID: 3801) (Title III case numbers are listed as Bankruptcy Case numbers due to software limitations).

<sup>2</sup> All capitalized terms used but not otherwise defined shall have the meanings given to such terms in the Plan.

<sup>3</sup> All of the dates and procedures set forth in this notice are subject to change by further Court order.

<sup>4</sup> For the avoidance of doubt, because holders of Claims in the Bond Classes must submit their vote and/or election through DTC's Automated Tender Offer Platform, the Voting Record Date shall not apply to the Bond Classes, and the holder of the applicable security at the time of tender shall be eligible to cast a vote and/or make an election.

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To place a job posting,

contact Wei-Ke (Victor) Kuo at

1-212-803-8612 or wei-ke.kuo@arizent.com

## Exhibit S

*El Nuevo Herald*

(September 29, 2021)

# Miami Herald

## el Nuevo Herald

### Affidavit

State of Florida September 29, 2020

County of Monroe, Dade and Broward

I Matthew Weisberg Being Duly Sworn on oath say he is and during all times herein stated has been the publisher's designated agent of the publication known as El Nuevo Herald has full knowledge of the facts herein stated as follows:

The run of paper advertisement (ROP) in the Main section A of El Nuevo Herald for LA Junta DE Supervision Y Administracion Financiera PARA Puerto Rico Case # 17 BK 3283-LTS was distributed to Publishers full circulations (El Nuevo Herald) On the Following dates

1<sup>st</sup> day of September 2021, El Nuevo Herald Main Section A page 7A

15<sup>th</sup> day of September 2021, El Nuevo Herald Main Section A page 13A

29<sup>th</sup> day of September 2021, El Nuevo Herald Main Section A page 9A

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By: Matthew Weisberg

DocuSigned by:

9/29/2021

Signature \_\_\_\_\_

Matthew Weisberg

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Subscribed this 29<sup>th</sup> day of September 2021

MIERCOLES 29 DE SEPTIEMBRE 2021

EL NUEVO HERALD

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9A

ANTE EL TRIBUNAL DE DISTRITO DE ESTADOS UNIDOS PARA EL DISTRITO DE PUERTO RICO	
En el caso:	Título III de PROMESA Nºm. 17 BK 3283-LTS (Con administración conjunta)
LA JUNTA DE SUPERVISIÓN Y ADMINISTRACIÓN FINANCIERA PARA PUERTO RICO	
como representante de	
EL ESTADO LIBRE ASOCIADO DE PUERTO RICO, EL SISTEMA DE RETIRO DE LOS EMPLEADOS DEL GOBIERNO DEL ESTADO LIBRE ASOCIADO DE PUERTO RICO Y LA AUTORIDAD DE EDIFICIOS PÚBLICOS DE PUERTO RICO.	
Deudores. <sup>1</sup>	

**NOTIFICACIÓN DE (I) LA APROBACIÓN DE LA DECLARACIÓN DE DIVULGACIÓN, (II) EL ESTABLECIMIENTO DE LAS FECHAS DE REGISTRO, (III) LA VISTA DE CONFIRMACIÓN DEL PLAN DE AJUSTE Y LOS PROCEDIMIENTOS DE OBJECIÓN A LA CONFIRMACIÓN DEL PLAN DE AJUSTE, (IV) LOS PROCEDIMIENTOS Y LA FECHA LÍMITE PARA VOTAR SOBRE EL PLAN DE AJUSTE Y LA REALIZACIÓN DE DETERMINADAS ELECCIONES EN VIRTUD DE DICHO VOTO**

FECHA LÍMITE DE VOTACIÓN Y ELECCIÓN: 5:00 p.m. (AST) del 4 de octubre de 2021

FECHA LÍMITE DE OBJECIONES: 5:00 p.m. (AST) del 19 de octubre de 2021

VISTA DE CONFIRMACIÓN: 8 al 10, 12, 15 al 18, y 20 – 23 de noviembre de 2021 a las 9:30 a.m. (AST). Si tiene alguna pregunta sobre esta notificación, comuníquese con Prime Clerk LLC por teléfono Hamando al (844) 822-9231 (gratuito para Estados Unidos y Puerto Rico) o al (646) 496-7944 (para llamadas internacionales), de 10:00 a.m. a 7:00 p.m. (hora estándar del Atlántico) (disponible en español), o por correo electrónico enviando un mensaje a puertoricoinfo@primeclerk.com.

TENGA EN CUENTA LO SIGUIENTE:

1. **Aprobación de la Declaración de Divulgación.** Mediante orden de fecha 2 de agosto de 2021 (ECF Núm. 17639) (la "Orden de Declaración de Divulgación"), el Tribunal de Distrito de los Estados Unidos para el Distrito de Puerto Rico (el "Tribunal") aprobó la adecuación de la información contenida en la Declaración de Divulgación para el Séptimo Plan de Ajuste Conjunto Enmendado de Título III del Estado Libre Asociado de Puerto Rico, y otros, fecha 30 de julio de 2021 (con sus posibles modificaciones o enmiendas, incluyendo todos los anexos y apéndices a la "Declaración de Divulgación") presentada por la Junta de Supervisión y Administración Financiera en nombre del Deudor, y autorizó a los Deudores a convocar a la votación con respecto a la aceptación o rechazo del Séptimo Plan de Ajuste Conjunto Enmendado de Título III del Estado Libre Asociado de Puerto Rico, y otros, y fechas de 30 de julio de 2021 (con sus posibles modificaciones o enmiendas, incluyendo todos los anexos y apéndices a este, el "Plan").

Podrá solicitar una copia impresa del Plan y de la Declaración de Divulgación, incluyendo traducciones al español de ambos documentos, poniéndose en contacto con el Agente de Votación, Prime Clerk LLC:

Por teléfono (10:00 a.m. hasta 7:00 p.m. (AST)) (disponible atención en español):

(844) 822-9231 (llamada gratuita para EE.UU. y Puerto Rico)

(646) 496-7944 (para llamadas internacionales)

Correo electrónico: voterinfo@primeclerk.com

Alternativamente, podrá consultar las copias electrónicas de la Declaración de Divulgación y del Plan visitando https://cases.primeclerk.com/puertoricovot.

2. De acuerdo con la Orden de Declaración de Divulgación, los Deudores enviarán por correo los materiales necesarios para votar el Plan o hacer elecciones sobre las distribuciones en virtud de este (el "Paquete de Convocatoria") a los tenedores de Reclamaciones de las siguientes Clases (colectivamente, las "Clases con Derecho al Voto"):

Clase
Reclamaciones de Bonos Vintage de la AEP
Reclamaciones de Bonos Vintage de la AEP (Assured)
Reclamaciones de Bonos Vintage de la AEP (National)
Reclamaciones de Bonos Vintage de la AEP (Ambac)
Reclamaciones de Bonos Vintage de la AEP (FGIC)
Reclamaciones de Bonos Vintage de la AEP (Syncora)
Reclamaciones de Bonos Vintage Minoristas de la AEP
Reclamaciones de Bonos 2011 de la AEP
Reclamaciones de Bonos 2011 Minoristas de la AEP
Reclamaciones de Bonos 2012 de la AEP
Reclamaciones de Bonos 2012 Minoristas de la AEP
Reclamaciones Garantizadas de la AEP/DRA
Reclamaciones Generales no Garantizadas de la AEP
Reclamaciones no Garantizadas de la AEP/DRA
Reclamaciones de Bonos Vintage del ELA
Reclamaciones de Bonos Vintage Minoristas del ELA
Reclamaciones de Bonos Vintage del ELA (Assured)
Reclamaciones de Bonos Vintage del ELA (National)
Reclamaciones de Bonos Vintage Garantizados del ELA (Ambac)
Reclamaciones de Bonos Vintage Garantizados del ELA (FGIC)
Reclamaciones de Bonos Vintage Garantizados del ELA (Syncora)
Reclamaciones de Bonos 2011 del ELA
Reclamaciones de Bonos 2011 Minoristas del ELA
Reclamaciones de Bonos 2012 del ELA
Reclamaciones de Bonos 2012 Minoristas del ELA
Reclamaciones de Bonos Garantizadas del ELA (Assured)
Reclamaciones de Bonos Garantizadas del ELA (Syncora)
Reclamaciones de Bonos Garantizadas del ELA (National)
Reclamaciones de Bonos Vintage Garantizados del ELA (Ambac)
Reclamaciones de Bonos Vintage Garantizados del ELA (FGIC)
Reclamaciones de Bonos 2011 Minoristas del ELA
Reclamaciones de Bonos 2011 del ELA (Assured)
Reclamaciones de Bonos Garantizadas 2011 del ELA
Reclamaciones de Bonos Serie D/E/PB 2011 del ELA
Reclamaciones de Bonos Serie D/E/PB 2011 del ELA (Assured)
Reclamaciones de Bonos Serie D/E/PB 2011 Minoristas del ELA
Reclamaciones de Bonos 2012 del ELA
Reclamaciones de Bonos 2012 Minoristas del ELA
Reclamaciones de Bonos Garantizadas 2012 del ELA
Reclamaciones de Bonos 2014 del ELA
Reclamaciones de Bonos 2014 Minoristas del ELA
Reclamaciones de Bonos Garantizadas 2014 del ELA
Reclamaciones de Jubilados Participantes del SRE por Encima del Umbral
Reclamaciones de Jubilados Participantes del ELA (FGIC)
Reclamaciones de Bonos Vintage del ELA (Syncora)
Reclamaciones de Bonos Vintage Garantizados del ELA
Reclamaciones de Bonos Vintage Garantizados del ELA (Assured)
Reclamaciones de Bonos Vintage Garantizados del ELA (Syncora)
Reclamaciones de Bonos 2011 del ELA
Reclamaciones de Bonos 2011 Minoristas del ELA
Reclamaciones de Bonos 2012 del ELA
Reclamaciones de Bonos 2012 Minoristas del ELA
Reclamaciones de Bonos Garantizadas 2012 del ELA
Reclamaciones de Bonos 2014 del ELA
Reclamaciones de Bonos 2014 Minoristas del ELA
Reclamaciones de Bonos Garantizadas 2014 del ELA
Reclamaciones de Jubilados Participantes del SRE por Encima del Umbral
Reclamaciones de Jubilados Participantes del SRJ por Encima del Umbral
Reclamaciones de Jubilados Participantes del SRM por Encima del Umbral
Reclamaciones de Participantes Activos del SRJ
Reclamaciones de Participantes Activos del SRM
Reclamaciones de Participantes de Nominas de VTP por Encima del Umbral
Reclamaciones de AFSCME
Reclamaciones de productores fácteos
Reclamaciones de dominio eminentes
Reclamaciones del Centro Médico
Reclamaciones Generales Sin Garantía del ELA
Reclamaciones del ELA/ACT
Reclamaciones del ELA/Centro de Convenciones
Reclamaciones del ELA/Impuesto al Ron de la AFI
Reclamaciones del ELA/AMA
Reclamaciones de Bonos del SRE
Reclamaciones Generales Sin Garantía del SRE
Reclamaciones Fidej

3. **Vista de confirmación.** Se celebrará una vista para considerar la confirmación del Plan (la "Vista de Confirmación") en la Honorable Laura Swain, en una vista telefónica a través de CourtSolutions los días 8 – 10, 12, 15 – 18 y 20 – 23 de noviembre a las 9:30 a.m. (hora estándar del Atlántico).

4. La Vista de confirmación que se celebra en la vista telefónica a través de CourtSolutions se realizará en su notificación adjunta o a través de grabaciones realizadas en audiencia pública o como se indica en cualquier notificación de los asuntos que se consideran en la vista presentada ante el Tribunal, y el Plan puede ser modificado, si es necesario, antes, durante o como resultado de la Vista de Confirmación, de acuerdo con las disposiciones de modificación del Plan y la Regla Local 3016-2, sin notificación adicional a las partes interesadas.

5. **Depósito de confirmación del Plan.** La información relativa a la confirmación del Plan está disponible en línea en el Depósito de Confirmación del Plan en ttlehighdataroom.com.6. **Fecha límite de objeción de la confirmación.** El Tribunal ha establecido el **19 de octubre de 2021 a las 5:00 p.m. (hora estándar del Atlántico)** (la "Fecha Límite de Objeción a la Confirmación") como fecha límite para presentar objeciones o réplicas a la confirmación del Plan propuesto.7. **Objeciones y réplicas a la confirmación.** Las objeciones y réplicas a la confirmación del Plan deben:

a. Estar redactadas por escrito, en inglés, y firmadas;

b. Indicar el nombre, el domicilio y la naturaleza de la Reclamación de la parte que se opone o responde;

c. Exponer en detalle el fundamento y la naturaleza de cualquier objeción o réplica y, cuando corresponda, la redacción propuesta que debe insertarse en el Plan con el fin de resolver cualquier objeción o réplica;

d. Presentarse electrónicamente ante el Tribunal en el registro *En referencia al Estado Libre Asociado de Puerto Rico*. Caso núm. 17 BK 3283-LTS, a través del sistema de registro de casos del Tribunal en formato de documento portátil con función de búsqueda, como más tardar el **19 de octubre de 2021 a las 5:00 p.m. (hora estándar del Atlántico)**.

e. Notificarse a la Oficina del Fideicomisario de Estados Unidos para el Distrito de Puerto Rico, Edificio Ochoa, 500 Tarca Street, Suite 301, San Juan, PR 00901 (ref. En el caso: El Estado Libre Asociado de Puerto Rico) de manera que se reciba en o antes de la Fecha Límite de Objeción a la Confirmación Final.

8. **Participación en la indagatoria de confirmación.** Se desea participar en la indagatoria relativa a la confirmación del Plan deberá presentar una notificación de sus intenciones de participar en la indagatoria (una "Notificación de indagatoria"), un formulario que encontrará en https://cases.primeclerk.com/puertoricovot. Si presenta su Notificación de indagatoria como más tardar el **15 de agosto de 2021** (en esta última fecha), es posible que se le permita el acceso a documentos del Depósito del Plan. Tenga en cuenta que el acceso a la información en el Depósito del Plan podría quedar sujeto al cumplimiento de los requisitos de acceso de los Deudores.

9. Deberá presentar la Notificación de indagatoria en el formato estipulado por el sitio web del Caso del Título II, a saber:

a. Estar escrita por escrito, en inglés, e ir firmada;

b. Indicar su nombre, domicilio, naturaleza de su Reclamación y número de Reclamación;

c. Indicar sus intenciones de participar en la indagatoria relativa a la confirmación del Plan; y

d. Presentarla electrónicamente al Tribunal, en el registro CM/ECF Notificación de intenciones de participar en la indagatoria de la Confirmación del Plan del Estado Libre Asociado, en *En referencia al Estado Libre Asociado de Puerto Rico*. Caso núm. 17 BK 3283-LTS, a través del sistema de registro de documentos relativos al Plan, y podrá asimismo notificar sus propias solicitudes indagatorias. Si presenta su Notificación indagatoria después del **15 de agosto de 2021**, pero antes del **19 de agosto de 2021** (en esta última fecha), es posible que se le permita el acceso a documentos del Depósito del Plan. Tenga en cuenta que el acceso a la información en el Depósito del Plan podría quedar sujeto al cumplimiento de los requisitos de acceso de los Deudores.10. **Resumen de determinadas fechas límite**

Resumen de determinadas fechas límite

3 de agosto de 2021 Fecha final para que los Deudores presenten una lista preliminar de testigos de hechos, y temas sobre los cuales dichas personas testificarán (la "Lista preliminar de testigos de hechos de los Deudores") pretendan demostrar en la confirmación.

6 de agosto de 2021 Fecha inicial para que todas las partes presenten sus solicitudes de presentación.

15 de agosto de 2021 Fecha final para que las partes interesadas presenten una "Notificación de intenciones de participar en la indagatoria", también denominada "Notificación de indagatoria". Solamente las partes que presenten puntualmente una Notificación de intenciones de participar en la indagatoria podrán participar en la indagatoria, aunque hacerlo no será óptico para que una parte obtenga la confirmación del Plan.

6 de septiembre de 2021 Plazo final para que todos los acreedores elegibles presenten una lista preliminar de testigos de hechos, y temas sobre los cuales dichas personas testificarán (la "Lista preliminar de testigos de hechos de los Acreedores elegibles").

Plazo final para que todas las partes presenten las declaraciones iniciales de peritos ("Declaraciones iniciales de peritos").

13 de septiembre de 2021 Fecha límite para que todas las partes presenten las declaraciones iniciales de peritos ("Declaraciones iniciales de peritos").

30 se septiembre de 2021 Fecha límite para que todas las partes presenten las misiones "Daubert" y las misiones "in limine".

1 de octubre de 2021 Plazo final para que todas las partes presenten un máximo de quince (15) interrogatorios ("Interrogatorios"), incluyendo subpartes. Las respuestas y objeciones a dichos Interrogatorios correrán antes de que transcurran diez (10) días desde el momento de presentación de los citados Interrogatorios.

4 de octubre de 2021 Plazo final para que todas las partes presenten las declaraciones de refutación de peritos ("Declaraciones de refutación de peritos").

Plazo final para que todas las partes presenten solicitudes de seguimiento de presentación de documentos ("Solicitudes de seguimiento de presentación") y, colectivamente, con las Solicitudes de presentación iniciales, las "Solicitudes de presentación".

8 de octubre de 2021 Plazo final para que todas las partes presenten los informes de refutación de peritos ("Informes de refutación de peritos").

Plazo final para que los Deudores presenten una propuesta inicial de orden en apoyo de la confirmación del Plan (la "Propuesta inicial de orden de confirmación").

11 de octubre de 2021 Plazo final para que las partes presenten solicitudes de admisión, limitadas a la autenticación de documentos ("Informes de admisión").

Conclusión de la indagatoria de hechos (la "Fecha límite de indagatoria de hechos").

15 de octubre de 2021	Fecha límite para que todas las partes presenten las declaraciones de refutación de expertos ("Declaraciones de refutación de expertos").
18 de octubre de 2021	Conclusión de la indagatoria de peritos (la "Fecha límite de indagatoria de peritos").
19 de octubre de 2021	Fecha límite para que los Acreedores elegibles presenten sus objeciones a la confirmación del Plan ("Objeciones").
22 de octubre de 2021	Fecha límite para que los Acreedores elegibles presenten objeciones a la confirmación del Plan ("Objeciones").
25 de octubre de 2021	Fecha límite para que todas las partes presenten las declaraciones de testigos que se utilizarán en la Vista de confirmación ("Declaraciones de testigos").
27 de octubre de 2021	Fecha límite para que los Deudores presenten sus propuestas de conclusiones iniciales de hecho y de derecho en apoyo a la confirmación del Plan (las "Conclusiones iniciales de hecho y de derecho").
30 de octubre de 2021	Fecha límite para que las partes presenten sus contradesignaciones, objeciones a las declaraciones designadas y objeciones a las listas de pruebas.
1 de noviembre de 2021	Vista virtual

## Exhibit T

*El Diario NY*

(September 29, 2021)

EL CAMPEON DE LOS HISPANOS

# EL DIARIO

LA PRENSA

WWW.ELDIARIONY.COM

an impreMedia company

**Affidavit of Publication State of New York County of New York, ss:**

The undersigned, Esperanza Ruiz, is an Account Executive of  
**EL DIARIO/LA PRENSA** a company of Impremedia, located at  
15 Metro Tech Center, 7<sup>th</sup> Floor, Brooklyn, NY 11201

This is a daily newspaper published in New York State. The 2 page legal notice of The Commonwealth of Puerto Rico was published in said newspaper as set forth below or in the annexed exhibit.

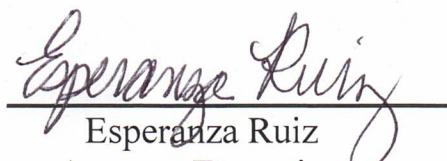
This newspaper has been designated by the Clerk of New York County for this purpose.

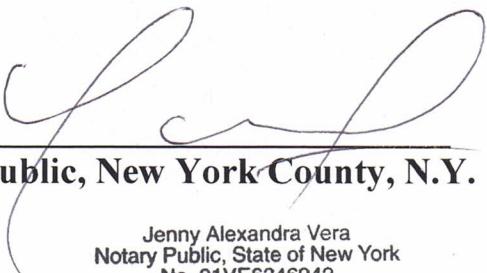
**Said Notice was published on:**

**Wednesday, September 01, 2021**  
**Wednesday, September 15, 2021**  
**Wednesday, September 29, 2021**

Subscribed and sworn to before me this

day 30 of September 2021

  
\_\_\_\_\_  
Esperanza Ruiz  
Account Executive

  
\_\_\_\_\_  
Notary Public, New York County, N.Y.

Jenny Alexandra Vera  
Notary Public, State of New York  
No. 01VE6346942  
Qualified in Queens County  
Commission Expires August 22, 2024  
*New York City*

## Aviso Público (página 1 de 2)

## ANTE EL TRIBUNAL DE DISTRITO DE ESTADOS UNIDOS PARA EL DISTRITO DE PUERTO RICO

En el caso:  
LA JUNTA DE SUPERVISIÓN Y ADMINISTRACIÓN FINANCIERA PARA PUERTO RICO,  
como representante de  
EL ESTADO LIBRE ASOCIADO DE PUERTO RICO, EL SISTEMA DE RETIRO DE LOS EMPLEADOS DEL GOBIERNO DEL ESTADO LIBRE ASOCIADO DE PUERTO RICO Y LA AUTORIDAD DE EDIFICIOS PÚBLICOS DE PUERTO RICO,  
Deudores.<sup>1</sup>

Título III de PROMESA  
Núm. 17 BK 3283-LTS  
(Con administración conjunta)

**NOTIFICACIÓN DE (I) LA APROBACIÓN DE LA DECLARACIÓN DE DIVULGACIÓN, (II) EL ESTABLECIMIENTO DE LAS FECHAS DE REGISTRO, (III) LA VISTA DE CONFIRMACIÓN DEL PLAN DE AJUSTE Y LOS PROCEDIMIENTOS DE OBJECIÓN A LA CONFIRMACIÓN DEL PLAN DE AJUSTE, (IV) LOS PROCEDIMIENTOS Y LA FECHA LÍMITE PARA VOTAR SOBRE EL PLAN DE AJUSTE Y LA REALIZACIÓN DE DETERMINADAS ELECCIONES EN VIRTUD DE DICHO VOTO**

FECHA LÍMITE DE VOTACIÓN Y ELECCIÓN: 5:00 p.m. (AST) del 4 de octubre de 2021

FECHA LÍMITE DE OBJECIONES: 5:00 p.m. (AST) del 19 de octubre de 2021

VISTA DE CONFIRMACIÓN: 8 a 10, 12, 15 al 18, y 22-23 de noviembre de 2021

Si tiene alguna pregunta sobre esta notificación, comuníquese con Prime Clerk LLC por teléfono llamando al (844) 822-9231 (gratuito para Estados Unidos y Puerto Rico) o al (646) 486-7944 (para llamadas internacionales), de 10:00 a.m. a 7:00 p.m. (hora estándar del Atlántico) (disponible en español), o por correo electrónico enviando un mensaje a [puertoricoinfo@primeclerk.com](mailto:puertoricoinfo@primeclerk.com).

## TENGA EN CUENTA LO SIGUIENTE:

1. **Aprobación de la Declaración de Divulgación.** Mediante orden de fecha 2 de agosto de 2021 [CF Núm. 17639] (la "Orden de Declaración de Divulgación"), el Tribunal de Distrito de los Estados Unidos para el Distrito de Puerto Rico (el "Tribunal") aprobó la adecuación de la información contenida en la Declaración de Divulgación para el Séptimo Plan de Ajuste Conjunto Enmendado de Título III del Estado Libre Asociado de Puerto Rico, y otros, de fecha 30 de julio de 2021 (con sus posibles modificaciones o enmiendas, incluyendo todos los anexos y apéndices a este, la "Declaración de Divulgación"), presentada por la Junta de Supervisión y Administración Financiera en nombre del Deudor, y autorizó a los Deudores a convocar a la votación con respecto a la aceptación o rechazo del Séptimo Plan de Ajuste Conjunto Enmendado de Título III del Estado Libre Asociado de Puerto Rico, y otros, de fecha 30 de julio de 2021 (con sus posibles modificaciones o enmiendas, incluyendo todos los anexos y apéndices a este, el "Plan").

Podrá solicitar una copia impresa del Plan y de la Declaración de Divulgación, incluyendo traducciones al español de ambos documentos, poniéndose en contacto con el Agente de Votación, Prime Clerk LLC:

Por teléfono (10:00 a.m. hasta 7:00 p.m. (AST) (disponible atención en español):

(844) 822-9231 (llamada gratuita en EE.UU. y Puerto Rico)

(646) 486-7944 (llamadas internacionales)

Correo electrónico: [puertoricoinfo@primeclerk.com](mailto:puertoricoinfo@primeclerk.com)

Alternativamente, podrá consultar las copias electrónicas de la Declaración de Divulgación y del Plan visitando <https://cases.primeclerk.com/puertorico/>

2. De acuerdo con la Orden de Declaración de Divulgación, los Deudores enviarán por correo los materiales necesarios para votar el Plan o hacer elecciones sobre las distribuciones en virtud de este (el "Paquete de Convocatoria") a los tenedores de Reclamaciones de las siguientes Clases (colectivamente, las "Clases con Derecho al Voto"):

Clase
Reclamaciones de Bonos Vintage de la AEP
Reclamaciones de Bonos Vintage de la AEP (Assured)
Reclamaciones de Bonos Vintage de la AEP (National)
Reclamaciones de Bonos Vintage de la AEP (Ambac)
Reclamaciones de Bonos Vintage de la AEP (FGIC)
Reclamaciones de Bonos Vintage de la AEP (Syncora)
Reclamaciones de Bonos Vintage Minoristas de la AEP
Reclamaciones de Bonos 2011 de la AEP
Reclamaciones de Bonos 2011 Minoristas de la AEP
Reclamaciones de Bonos 2012 de la AEP
Reclamaciones de Bonos 2012 Minoristas de la AEP
Reclamaciones Garantizadas de la AEP/DRA
Reclamaciones Generales no Garantizadas de la AEP
Reclamaciones Garantizadas de la AEP/DRA
Reclamaciones de Bonos Vintage del ELA
Reclamaciones de Bonos Vintage Minoristas del ELA
Reclamaciones de Bonos Vintage del ELA (Assured)
Reclamaciones de Bonos Vintage del ELA (National)
Reclamaciones de Bonos Vintage del ELA (Ambac)
Reclamaciones de Bonos Vintage del ELA (FGIC)
Reclamaciones de Bonos Vintage del ELA (Syncora)
Reclamaciones de Bonos Vintage Garantizados del ELA
Reclamaciones de Bonos Vintage Garantizados del ELA (Assured)
Reclamaciones de Bonos Vintage Garantizados del ELA (National)
Reclamaciones de Bonos Vintage Garantizados del ELA (Ambac)
Reclamaciones de Bonos Vintage Garantizados del ELA (FGIC)
Reclamaciones de Bonos Vintage Garantizados del ELA (Syncora)
Reclamaciones de Bonos 2011 del ELA
Reclamaciones de Bonos 2011 Minoristas del ELA
Reclamaciones de Bonos 2011 del ELA (Assured)
Reclamaciones de Bonos Garantizados 2011 del ELA
Reclamaciones de Bonos Serie D/E/PIB 2011 del ELA
Reclamaciones de Bonos Serie D/E/PIB 2011 del ELA (Assured)
Reclamaciones de Bonos Serie D/E/PIB 2011 Minoristas del ELA
Reclamaciones de Bonos 2012 del ELA
Reclamaciones de Bonos 2012 Minoristas del ELA
Reclamaciones de Bonos 2012 del ELA (Assured)
Reclamaciones de Bonos Garantizados 2012 del ELA
Reclamaciones de Bonos 2014 del ELA
Reclamaciones de Bonos 2014 Minoristas del ELA
Reclamaciones de Bonos Garantizados 2014 del ELA
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Reclamaciones de Bonos 2048 del ELA
Reclamaciones de Bonos Garantizados 2048 del ELA
Reclamaciones de Bonos 2049 del ELA
Reclamaciones de Bonos Garantizados 2049 del ELA
Reclamaciones de Jubilados Participantes del SRE por Encima del Umbral
Reclamaciones de Jubilados Participantes del SRJ por Debajo del Umbral
Reclamaciones de Jubilados Participantes del SRJ por Encima del Umbral
Reclamaciones de Jubilados Participantes del SRM por Encima del Umbral
Reclamaciones de Participantes Activos del SRE
Reclamaciones de Participantes Activos del SRJ
Reclamaciones de Participantes Activos del SRM
Reclamaciones de Participantes de Nominas de VTP por Encima del Umbral
Reclamaciones de AFSCME
Reclamaciones de productores lácteos
Reclamaciones de dominio eminentes
Reclamaciones del Centro Médico
Reclamaciones Generales Sin Garantía del ELA
Reclamaciones del ELA/ACT
Reclamaciones del ELA/Centro de Convenciones
Reclamaciones del ELA/Impuesto al Ron de la AFI
Reclamaciones del ELA/AMA
Reclamaciones de Bonos del SRE
Reclamaciones Generales Sin Garantía del SRE
Reclamaciones Federales

3. **Vista de confirmación.** Se celebrará una vista para considerar la confirmación del Plan (la "Vista de Confirmación") ante la Honorable Laura Taylor Swain, en una vista telefónica a través de CourtSolutions los días 8 – 10, 12, 15 – 18 y 22 – 23 de noviembre a las 9:30 a.m. (hora estándar del Atlántico).

4. La Vista de Confirmación puede ser continuada periódicamente por el Tribunal o la Junta de Supervisión, sin notificación adicional o a través de aplazamientos anunciados en audiencia pública o como se indica en cualquier notificación de los asuntos que se considerarán en la vista presentada ante el Tribunal, y el Plan puede ser modificado, si es necesario, antes, durante o como resultado de la Vista de Confirmación, de acuerdo con las disposiciones de modificación del Plan y la Regla Local 3016-2, sin notificación adicional a las partes interesadas.

5. **Depósito de confirmación del Plan.** La información relativa a la confirmación del Plan está disponible en línea en el Depósito de Confirmación del Plan en [titleiplandataroom.com](http://titleiplandataroom.com).

6. **Fecha límite de objeción de la confirmación.** El Tribunal ha establecido el **19 de octubre de 2021** a las 5:00 p.m. (hora estándar del Atlántico) (la "Fecha Límite de Objeción a la Confirmación") como fecha límite para presentar objeciones o réplicas a la confirmación del Plan propuesto.

7. **Objeciones y réplicas a la confirmación.** Las objeciones y réplicas a la confirmación del Plan deben:

- Estar redactadas por escrito, en inglés, y firmadas;
- Indicar el nombre, el domicilio y la naturaleza de la Reclamación de la parte que se opone o responde;
- Exponer en detalle el fundamento y la naturaleza de cualquier objeción o réplica y, cuando corresponda, la redacción propuesta que debe insertarse en el Plan con el fin de resolver cualquier objeción o réplica;
- Presentarse electrónicamente ante el Tribunal en el registro *En referencia al Estado Libre Asociado de Puerto Rico*, Caso núm. 17 BK 3283-LTS, a través del sistema de registro de casos del Tribunal en formato de documento portátil con función de búsqueda, **como más tardar el 19 de octubre de 2021 a las 5:00 p.m. (hora estándar del Atlántico)**.

i. Si no es usted abogado registrado como usuario del sistema de registro de casos del Tribunal, podrá enviar por correo postal su objeción a la Oficina de Secretaría del Tribunal, a: Tribunal de Distrito de EE.UU., Oficina de Secretaría  
Avenida Carlos Chardón 150, Suite 150  
San Juan, Puerto Rico 00918-1767

que deberá recibirse como más tardar el **19 de octubre de 2021** las 5:00 p.m. (hora estándar del Atlántico).

e. Notificarse a la Oficina del Fideicomisario de Estados Unidos para el Distrito de Puerto Rico, Edificio Ochoa, 500 Tanca Street, Suite 301, San Juan, PR 00901 (ref: En el caso: el Estado Libre Asociado de Puerto Rico) de manera que se reciba en o antes de la Fecha Límite de Objeción a la Confirmación Final.

8. **Participación en la Indagatoria de confirmación.** Si desea participar en la indagatoria relativa a la confirmación del Plan deberá presentar una notificación de sus intenciones de participar en la indagatoria (una "Notificación de indagatoria"), un formulario que encontrará en <https://cases.primeclerk.com/puertorico/>. Si presenta su Notificación de indagatoria como más tardar el **15 de agosto de 2021**, es posible que se le permita el acceso a documentos del Depósito del Plan donde se guardan información y documentos relativos al Plan, y podrá asimismo notificar sus propias solicitudes indagatorias. Si presenta su Notificación indagatoria después del **15 de agosto de 2021**, pero antes del **19 de octubre de 2021** (en esta última fecha), es posible que se le permita el acceso a documentos del Depósito del Plan. Tenga en cuenta que el acceso a la información en el Depósito del Plan podría quedar sujeto al cumplimiento de los requisitos de acceso de los Deudores.

9. Deberá presentar la Notificación de indagatoria en el formato estipulado por el sitio web del Caso del Título III, a saber:

- Estar por escrito, en inglés, e ir firmada;
- Indicar su nombre, domicilio, naturaleza de su Reclamación y número de Reclamación;
- Indicar sus intenciones de participar en la indagatoria relativa a la confirmación del Plan; y
- Presentarla electrónicamente al Tribunal, en el registro CM/ECF Notificación de intenciones de participar en la indagatoria de la Confirmación del Plan del Estado Libre Asociado, en *En referencia al Estado Libre Asociado de Puerto Rico*, Caso núm. 17 BK 3283-LTS, a través del sistema de registro de casos del Tribunal como más tardar en la fecha de plazo final correspondiente.

i. Si no está representado por un abogado, podrá optar por enviar la Notificación de indagatoria por correo postal a la Oficina de Secretaría del Tribunal, en:

Tribunal de Distrito de EE.UU., Oficina de Secretaría  
Avenida Carlos Chardón 150, Suite 150

San Juan, Puerto Rico 00918-1767

que deberá recibirse como más tardar en la fecha de plazo pertinente.

10. **Para poder participar en la indagatoria relacionada con la confirmación del Plan, deberá presentar la Notificación de indagatoria en plazo.** No obstante, si no presentase la Notificación de indagatoria en plazo, ello no será óbice para que presente una objeción a la confirmación del Plan como más tardar en el Plazo de objeción de la Confirmación, aunque no podrá ver los documentos del Plan ni tampoco participar en la indagatoria.

11. **Calendario y fechas límite de indagatoria.** El Tribunal ha establecido el siguiente calendario y fechas límite, que serán aplicables a los Deudores y a otras partes interesadas que hayan presentado puntualmente una Notificación de indagatoria y tengan derecho a participar en la indagatoria<sup>3</sup>:

## Resumen de determinadas fechas límite

3 de agosto de 2021	Fecha final para que los Deudores presenten una lista preliminar de testigos de hechos, y temas sobre los cuales dichas personas testimoniarán (la "Lista preliminar de testigos de hechos de los Deudores").
6 de agosto de 2021	Fecha final para que todas las partes presenten sus solicitudes iniciales de presentación de documentos no depositados (las "Solicitudes iniciales de presentación de documentos"). Los acreedores y las partes interesadas podrán presentar las Solicitudes iniciales de presentación solamente tras cursar una Notificación de intenciones de participar en la indagatoria (tal como se define a continuación). Las respuestas y objeciones a dichas Solicitudes iniciales de presentación se cursarán en un plazo de siete (7) días desde haber cursado dichas Solicitudes.
15 de agosto de 2021	Fecha final para que los acreedores y partes interesadas presenten una "Notificación de intenciones de participar en la indagatoria", también denominada "Notificación de indagatoria". Solamente las partes que presenten puntualmente una Notificación de intenciones de participar en la indagatoria podrán participar en la indagatoria, aunque hacerlo no será óbice para que una parte objete la confirmación del Plan.
6 de septiembre de 2021	Plazo final para que los Acreedores elegibles presenten una lista preliminar de testigos de hechos, y temas sobre los cuales dichas personas testimoniarán (una "Lista preliminar de testigos de hechos de los Acreedores elegibles").
13 de septiembre de 2021	Plazo final para que todas las partes presenten las declaraciones iniciales de peritos ("Declaraciones iniciales de peritos").
30 se septiembre de 2021	Fecha límite para que todas las partes presenten las declaraciones iniciales de peritos ("Declaraciones iniciales de peritos").
1 de octubre de 2021	Plazo final para que todas las partes presente un máximo de quince (15) interrogatorios, incluyendo subpartes. Las respuestas y objeciones a dichos Interrogatorios se cursarán dentro de las 10 (10) días desde el momento de presentación de los citados Interrogatorios.
4 de octubre de 2021	Plazo final para que todas las partes presenten las declaraciones de refutación de peritos ("Declaraciones de refutación de peritos").
8 de octubre de 2021	Plazo final para que todas las partes presenten solicitudes de seguimiento de presentación de documentos ("Solicitudes de seguimiento de presentación") y, colectivamente, con las Solicitudes de presentación iniciales, las "Solicitudes de presentación".
11 de octubre de 2021	Plazo final para que las partes presenten solicitudes de admisión, limitadas a la autenticación de documentos ("Informes de admisión").
15 de octubre de 2021	Conclusión de la indagatoria de hechos (la "Fecha límite de indagatoria de hechos").
18 de octubre de 2021	Conclusión de la indagatoria de peritos (la "Fecha límite de indagatoria de peritos").

19 de octubre de 2021	Fecha límite para que los Acreedores elegibles presenten sus objeciones a la confirmación del Plan ("Objeciones").
22 de octubre de 2021	Fecha límite para que los Acreedores elegibles presenten objeciones a la Propuesta inicial de orden de confirmación.
25 de octubre de 2021	Fecha límite para que todas las partes presenten las listas de testigos, las listas de pruebas y las designaciones de declaraciones definitivas.
27 de octubre de 2021	Fecha límite para que todas las partes presenten sus oposiciones a las mociones "Dauber" y las mociones "in limine".
30 de octubre de 2021	Fecha límite para que las partes presenten sus conclusiones iniciales de hecho y de derecho en apoyo a la confirmación del Plan (las "Conclusiones iniciales de hecho y de derecho").

## Aviso Público (página 2 de 2)

(continúa de la página anterior)

**22. Información adicional.** Cualquier parte interesada que desee obtener información sobre los procedimientos de convocatoria o copias de la Declaración de Divulgación o del Plan, incluyendo sus traducciones al español, debe ponerse en contacto con el Agente de Votación, Prime Clerk LLC, por teléfono llamando al (844) 822-9231 (llamada gratuita para EE.UU. y Puerto Rico) o al (646) 486-7944 (para llamadas internacionales), de 10:00 a.m. a 7:00 p.m. (hora estándar del Atlántico) (disponible en español), o por correo electrónico a [puertoricoinfo@primeclerk.com](mailto:puertoricoinfo@primeclerk.com), o puede ver dichos documentos accediendo a <https://cases.primeclerk.com/puertorico/> o al sitio web del Tribunal, <https://www.prd.uscourts.gov>. Tenga en cuenta que se necesita una contraseña y un inicio de sesión para acceder a los documentos que figuran en el sitio web del Tribunal a través del sistema de Acceso Público a los Registros Electrónicos del Tribunal (PACER, por sus siglas en inglés) (<http://www.pacer.psc.uscourts.gov>).

**23. Reglas de Quiebra 2002(c)(3) y 3016(c).** De acuerdo con las Reglas de Quiebra 2002(c) (3) y 3016(c), a continuación se exponen las disposiciones de descargo, excusación e interdicto contenidas en el Plan:

**Sección 92.2—Exoneración y descargo de reclamaciones y causas de acción:**

(a) Salvo que se disponga expresamente en el Plan o en la Orden de Confirmación, todas las distribuciones y derechos otorgados en virtud del Plan serán, y se considerarán, a cambio de, y en completa satisfacción, liquidación, exoneración y descargo de, todas las Reclamaciones o Causas de Acción contra las Partes Exoneradas que surgieron, en todo o en parte, antes de la Fecha de Vigencia, en relación con los Casos de Título III, los Deudores o los Deudores Reorganizados o cualquiera de sus respectivos Activos, bienes o intereses de cualquier naturaleza, incluidos los intereses devengados por dichas Reclamaciones en o a partir de la Fecha de Petición, e independientemente de que se hayan distribuido o retido bienes a tenor con el Plan a causa de dichas Reclamaciones o Causas de Acción. En la Fecha de Vigencia, los Deudores y los Deudores Reorganizados se considerarán exonerados y eximidos de toda y cualquier Reclamación, Causas de Acción y cualquier otra deuda emergente, en su totalidad o en parte, antes de la Fecha de Vigencia (lo que incluye antes de la Fecha de Petición), y todas las Reclamaciones del tipo especificado en las secciones 502(g), 502(h) o 502(i) del Código de Quiebras, y la Sección 407 de PROMESA, ya sea o no (a) una evidencia de reclamación basada en la cual se presente o se considere que se ha presentado dicha Reclamación en virtud de la sección 501 del Código de Quiebras, (b) que se permita dicha Reclamación conforme a la sección 502 del Código de Quiebras y a la Sección 407 de PROMESA (o que se resuelva de otro modo), o (c) que el tenedor de una Reclamación basada en una deuda tal haya votado para aceptar el Plan. Para disipar cualquier duda, nada de lo contenido aquí ni en la Orden de confirmación librará, eximirá ni prescribirá ninguna reclamación o causa de acción contra la AEP derivada de, o relacionada con, los bonos emitidos por la AEP, incluyendo, entre otros, los emitidos con seguros monolineas pertinentes, y la AEP no exime de ninguna reclamación ni causa de acción contra cualquier Entidad no deudora. Las reclamaciones y causas de acción contra la AEP derivadas de, o relacionadas con, los bonos emitidos por la AEP, y las exenciones contra la AEP y sus activos, se dirigirán al caso del Título III de la AEP, incluyendo, entre otros, cualquier plan de ajuste pertinente.

(b) Salvo que se disponga expresamente en el Plan o en la Orden de Confirmación, todas las Entidades estarán impedidas de hacer valer todas y cada una de las Reclamaciones contra los Deudores y Deudores Reorganizados, y cada uno de sus respectivos Activos, bienes y derechos, remedios, Reclamaciones o Causas de Acción o responsabilidades de cualquier naturaleza, relacionadas con los Casos del Título III, los Deudores o los Deudores Reorganizados o cualquiera de sus respectivos Activos y bienes, incluyendo cualquier interés acumulado sobre dichas Reclamaciones desde y después de la Fecha de Petición, e independientemente de que se hayan distribuido o retido bienes a tenor del Plan por cuenta de dichas Reclamaciones u otras obligaciones, demandas, sentencias, daños y perjuicios, deudas, derechos, remedios, causas de acción o responsabilidades. De acuerdo con lo anterior, salvo que se disponga expresamente en el Plan o en la Orden de Confirmación, la Orden de Confirmación constituirá una determinación judicial, a la Fecha de Vigencia, de la exoneración y descargo de todas esas Reclamaciones, Causas de Acción o deuda o contra los Deudores y los Deudores Reorganizados a tenor con las secciones 524 y 944 del Código de Quiebras, aplicable al Caso de Título III a tenor con la Sección 301 de PROMESA, y dicha exoneración anulará y extinguirá cualquier sentencia obtenida contra los Deudores o Deudores Reorganizados y sus respectivos Activos, y bienes en cualquier momento, en la medida en que dicha sentencia esté relacionada con una Reclamación, deuda o responsabilidad que sea objeto de dicha exoneración. A la Fecha de Vigencia, y como contraprestación por el valor proporcionado en virtud del Plan, se considera que cada tenedor de una Reclamación de cualquier Clase en virtud de este Plan libera, renuncia y exonera para siempre, y liberará, renunciará y exonerará para siempre a, los Deudores y a los Deudores Reorganizados, y a sus respectivos Activos y bienes, y a todas esas Reclamaciones.

(c) No obstante cualquier otra disposición de esta Sección 92.2, de conformidad con las disposiciones del Acuerdo de Apoyo al Plan GO/AEP, se considerará que cada uno de los Acreedores del Acuerdo de Apoyo al Plan (AAP) GO/AEP y sus respectivas Personas Vinculadas, únicamente en su calidad de Acreedores de los Deudores, (i) han renunciado a y pactado no demandar o de otro modo intentar recuperar daños y perjuicios o buscar cualquier otro tipo de reparación contra cualquiera de los Exonerados del Gobierno basadas en, que se deriven de o estén relacionadas con las Reclamaciones Exoneradas del Gobierno, o cualquiera de las Reclamaciones o Causas de Acción afirmadas o que podrían haber sido afirmadas, incluyendo, entre otros, en las Acciones de Recuperación (Clawback) y las Mociones de Levantamiento de la Paralización, y (ii) no ayudarán directa o indirectamente a ninguna persona a realizar ninguna acción con respecto a las Reclamaciones Exoneradas del Gobierno que esté prohibida por la presente Cláusula 92.2.

(d) Limitación de la SEC. No obstante nada de lo contenido en sentido contrario o en la Orden de confirmación, ninguna disposición tendrá como consecuencia (i) impedir que la SEC haga valer sus postulaciones en materia de políticas o reglamentos; ni (ii) impedir, limitar, perjudicar ni retrasar que la SEC inicie o continúe reclamaciones, pleitos, procedimientos o investigaciones contra personas físicas o jurídicas no deudoras en ningún foro.

(e) Limitación de los Estados Unidos. Limitación de la SEC. No obstante nada de lo contenido en sentido contrario o en la Orden de confirmación, ninguna disposición tendrá como consecuencia (i) impedir que los Estados Unidos o cualquiera de sus agencias, departamentos o agentes, o eximir de alguna manera que los Deudores o los Deudores reorganizados, según sea el caso, cumplan las leyes y requisitos federales o territoriales que implementen programas federalmente autorizados o delegados para la protección de la salud, la seguridad y el entorno de personas de dicho territorio, (ii) ampliar el ámbito de cualquier exoneración, exención o recurso a los cuales los Deudores o los Deudores reorganizados tengan derecho de conformidad con el Título III, ni (iii) examinar, descarguen, impida o prohíba de alguna manera (A) cualquier responsabilidad de los Deudores o los Deudores reorganizados ante los Estados Unidos derivados de, y posteriores a, la Fecha de Entrada en vigencia, (B) cualquier responsabilidad del Gobierno que sea una Reclamación, (C) cualquier defensa afirmativa o cualquier derecho de compensación o recibo de los Estados Unidos, de los Deudores o de los Deudores reorganizados, según proceda, reservándose expresamente dichos derechos de compensación y recibo de las citadas partes, (D) la continuidad de la validez de las obligaciones de los Estados Unidos, de los Deudores o de los Deudores reorganizados, según proceda, en virtud de cualquier subsidio o acuerdo de asistencia cooperativa de los Estados Unidos, (E) las obligaciones de los Deudores o de los Deudores reorganizados derivadas de políticas, leyes o reglamentos federales, incluyendo, entre otros, leyes relativas al medio ambiente, la salud o la seguridad pública, o leyes territoriales que implementen dichas disposiciones legales federales, incluyendo, entre otros, obligaciones de cumplimiento normativo, requisitos de decretos de consentimiento o de órdenes judiciales, y obligaciones de pagar las correspondientes penalizaciones administrativas, civiles y de otra índole, (F) cualquier responsabilidad en materia de medio ambiente u obligación para con los Estados Unidos que los Deudores, los Deudores reorganizados, sus sucesores o cualquier otra persona física o jurídica puedan tener como propietarios o explotadores de bienes raíces que se hubiesen producido durante el período a partir de la Fecha de Entrada en vigencia, incluyendo, entre otros, obligaciones de cumplimiento normativo, requisitos de decretos de consentimiento u órdenes judiciales y obligaciones de pagar las correspondientes penalizaciones administrativas, civiles y de otra índole, y (G) cualquier responsabilidad de cara a los Estados Unidos por parte de cualquier no deudor. Sin que ello suponga una limitación a la generalidad de lo antedicho, nada de lo contenido aquí ni en la Orden de confirmación podrá considerarse (i) una determinación de la obligación tributaria de cualquier entidad, incluyendo, entre otros, los Deudores y los Deudores reorganizados, (ii) vinculante para el IRS con respecto a las obligaciones tributarias federales, situación fiscal u obligaciones de declaración y retención de impuestos de cualquier entidad, incluyendo, entre otros, los Deudores y los Deudores reorganizados, (iii) una exención, satisfacción, excepción ni prohibición de cualquier recaudación reclamada por el IRS contra cualquier entidad que no sean los Deudores y los Deudores reorganizados, y (iv) otorgar ninguna exención a ninguna Entidad que el Tribunal tenga prohibido por la Ley de Sentencias Declaratorias, 28 U.S.C. § 2201(a) o la Ley contra Medidas Cautelares aplicables a impuestos, 26 U.S.C. § 7421(a).

(f) Actuaciones de las aseguradoras. No obstante cualquier disposición en sentido contrario contenida aquí o en la Orden de confirmación, incluyendo, entre otros, las Secciones 92.2, 92.3 y 92.11 del Plan, y salvo que esté excluido por lo estipulado en PROMESA, nada de lo contenido en el Plan, la Orden de confirmación u otro documento relacionado con el Plan incluido en el Suplemento del Plan, tiene por objeto ni podrá interpretarse como un intento de perjudicar, alterar, modificar, disminuir, prohibir, impedir, restringir, limitar, eximir, reducir, eliminar o limitar los derechos de demandantes y demandantes, incluyendo, entre otros, las partes de las Actuaciones de las aseguradoras, de hacer valer sus respectivos

derechos, reclamaciones, causas de acción y defensa.

**Sección 92.3 – Interdicto sobre las Reclamaciones:** Salvo que se disponga expresamente lo contrario en el Plan, en la Orden de Confirmación o en cualquier otra Orden Definitiva del Tribunal del Título III que pueda ser aplicable, todas las Entidades que hayan tenido, tengan o puedan tener Reclamaciones o cualquier otra deuda o responsabilidad que se exonere o renuncie a tenor con la Sección 92.2 del presente o que hayan tenido, tengan o puedan tener Reclamaciones o cualquier otra deuda o responsabilidad que se exonere o renuncie a tenor con la Sección 92.2 del presente tienen permanentemente prohibido, en o apartir de la Fecha de Vigencia, (a) comenzar o continuar, directa o indirectamente, de cualquier manera, cualquier acción u otro procedimiento (incluyendo, entre otros, cualquier procedimiento judicial, arbitral, administrativo u otro) de cualquier índole sobre cualquier Reclamación u otra deuda o responsabilidad que se exonere a tenor con el Plan contra cualquiera de las Partes Exoneradas o cualquiera de sus respectivos activos o bienes, (b) la ejecución, el embargo, el cobro o la recuperación por cualquier forma o medio de cualquier sentencia, laudo, decreto u orden contra cualquiera de las Partes Exoneradas o cualquiera de sus respectivos activos o bienes por cuenta de cualquier Reclamación u otra deuda o responsabilidad que se exonere a tenor con el Plan, (c) crear, perfeccionar o aplicar cualquier gravamen de cualquier tipo contra cualquier de las Partes Exoneradas o cualquiera de sus respectivos activos o bienes por cuenta de cualquier Reclamación u otra deuda o responsabilidad que se exonere a tenor con el Plan contra cualquiera de las Partes Exoneradas o cualquiera de sus respectivos activos o bienes.

**Sección 92.5 – Exoneraciones de los Deudores y Deudores Reorganizados:** Salvo que se disponga expresamente lo contrario en el Plan o en la Orden de Confirmación, en la Fecha de Vigencia, y por una contraprestación viable y susceptible de apreciación pecuniaria, cada uno de los Deudores y los Deudores Reorganizados, el Agente Pagador y cada una de las Personas Relacionadas de los Deudores y los Deudores Reorganizados, se considerará que ha, y por la presente lo hace de manera irrevocable e incondicional, plenamente, definitivamente y a perpetuidad, renunciado, exonerado, absuelto y relevado a las Partes Exoneradas de toda y cualquier Reclamación o Causas de Acción que los Deudores, los Deudores Reorganizados y el Agente Pagador, o cualquiera de ellos, o cualquiera que reclame a través de ellos, en su nombre o para su propio beneficio, tengan o pudieran tener o reclamar tener, ahora o en el futuro, contra cualquier Parte Exonerada que sean Reclamaciones Exoneradas o que de otro modo se basen en, se relacionen con, o surjan de o en conexión con, en su totalidad o en parte, cualquier acto, transacción, evento u otra circunstancia relacionada con los Casos de Título III, los Deudores que tengan lugar o existan en o antes de la Fecha de Vigencia, y/o cualquier Reclamación, acto, hecho, transacción, ocurrencia, declaración u omisión en relación con ello, o que podría haber sido alegada, incluyendo, entre otros, cualquier Reclamación, demanda, derecho, responsabilidad, o causa de acción para la indemnización, contribución u otro fundamento, según la ley escrita o el derecho consuetudinario, por dános y perjuicios, costos u honorarios.

**Sección 92.6 – Interdictos relacionados con descargos:** Ala Fecha de Vigencia, todas las Entidades que tengan, hayan tenido o puedan tener una Reclamación Exonerada que es tal en conformidad con la Sección 92.5 del Plan, están, y estarán, permanentemente, para siempre y completamente suspendidas, restringidas, prohibidas, vetadas e inhabilitadas para llevar a cabo cualquier de las siguientes acciones, ya sea directa o indirectamente, de forma derivada o de otra manera, a causa o en base al objeto de dichas Reclamaciones Exoneradas: (i) iniciar, realizar o continuar de cualquier manera, ya sea directa o indirecta, cualquier juicio, acción u otro procedimiento (lo que incluye, entre otros, cualquier procedimiento judicial, arbitral, administrativo o de otro tipo) en cualquier foro; (ii) aplicar, embargar (lo que incluye, entre otros, cualquier embargo previo a la sentencia), cobrar o intentar de cualquier manera recobrar cualquier sentencia, laudo, decreto u otra orden; (iii) crear, perfeccionar o de cualquier manera aplicar en cualquier cuestión, directa o indirectamente, cualquier Gravamen; (iv) compensar, buscar reembolsos o contribuciones de o subrogación contra, o recuperar de cualquier otra manera, directa o indirecta, cualquier monto contra cualquier pasivo u obligación adeudados a cualquier Entidad exonerada conforme a la Sección 92.5 del presente; y (v) iniciar y continuar de cualquier manera y en cualquier lugar, cualquier procedimiento judicial, de arbitraje o administrativo en cualquier foro, que no cumpla o no sea compatible con las disposiciones del Plan o de la Orden de Confirmación. Para evitar dudas, las siguientes estipulaciones se extinguirán con el registro de la Orden de Confirmación: la Cuarta Estipulación Enmendada entre el Estado Libre Asociado de Puerto Rico y la Autoridad de Carreteras y Transportación de Puerto Rico con respecto a la Suspensión de la Prescripción y Orden de Consentimiento [Caso Núm. 173283-LTS, ECF Núm. 15854], y sus enmiendas; y la Cuarta Estipulación Enmendada y Orden de Consentimiento entre los Deudores del Título III (salvo COFINA) y la Autoridad de Asesoría Financiera y Agencia Fiscal de Puerto Rico actuando en nombre de las entidades gubernamentales enumeradas en el Apéndice "B" en relación con la Suspensión de la Prescripción [Caso Núm. 17-3283-LTS, ECF Núm. 17394, y sus enmiendas].

**Sección 92.7 – Excusación:**

(a) **Partes del Gobierno:** La Junta de Supervisión, AAFAF, los Deudores y cada una de las respectivas Personas Relacionadas, actuando exclusivamente en su capacidad como tales en cualquier momento hasta la Fecha de Vigencia inclusive, no tendrán ni incurrirán en responsabilidad legal alguna ante cualquier Entidad por actos u omisiones en relación con los Casos de Título III, la formulación, preparación, difusión, implementación, confirmación o aprobación del Plan o de cualquier transacción o acuerdo contenido en estos, la Declaración de Divulgación, o cualquier contrato, instrumento, publicación u otro acuerdo o documento previsto o contemplado en relación con el perfeccionamiento de las transacciones establecidas en el Plan; disponiéndose, sin embargo, que las disposiciones que anteceden a esta Sección 89.7 no afectarán las responsabilidades de cualquier Entidad que de otro modo hubieren resultado de dicho acto u omisión en la medida en que se determine en una Orden Definitiva que dicho acto u omisión constituyó fraude intencional o conducta dolosa. Ninguna de las disposiciones anteriores de esta Sección 89.7(a) menoscabará el derecho de ninguna de las Partes del Gobierno, ni de los funcionarios y directivos de las Partes del Gobierno que cumplan funciones en cualquier momento hasta la Fecha de Vigencia, inclusive, ni de cada uno de sus profesionales respectivos de recurrir al asesoramiento de un abogado como defensa respecto de sus deberes y responsabilidades en virtud del Plan.

(b) **Acreedores del AAP:** Cada uno de los Acreedores del AAP exclusivamente en su calidad de partes del Acuerdo de Apoyo al Plan de GO/AEP y/o del Acuerdo de Apoyo al Plan de la ACT/ADCC y un Acreedor y/o aseguradora, según proceda, desde la Fecha de Petición hasta la Fecha de Vigencia, inclusive, y cada una de sus respectivas Personas Relacionadas, no tendrán ni incurrirán en responsabilidad legal alguna ante cualquier Entidad por actos u omisiones en relación con los Casos de Título III, la mediación, negociación, formulación, preparación, difusión, implementación, confirmación o aprobación del Plan o de cualquier transacción o acuerdo contenido en estos, la Declaración de Divulgación, el Acuerdo de Apoyo al Plan de GO/AEP, el Acuerdo de Apoyo al Plan de la ACT/ADCC, los Documentos Definitivos o cualquier contrato, instrumento, publicación u otro acuerdo o documento previsto o contemplado en relación con el perfeccionamiento de las transacciones establecidas en el Plan; disponiéndose, sin embargo, que las disposiciones que anteceden a esta Sección 92.7(b) no afectarán las responsabilidades legales de cualquier Entidad que de otro modo hubieren resultado de dicho acto u omisión en la medida en que se determine en una Orden Definitiva que dicho acto u omisión constituyó fraude intencional o conducta dolosa.

(c) **Comité de Retirados:** Cada una de los miembros del Comité de Retirados, exclusivamente en su calidad de miembro del Comité de Retirados y como Acreedor, según corresponda, desde la Fecha de Petición hasta la Fecha de Vigencia, inclusive, y cada una de las Personas Relacionadas del Comité de Retirados no tendrán ni incurrirán en responsabilidad legal alguna ante cualquier Entidad por actos u omisiones en relación con los Casos de Título III, la formulación, preparación, difusión, implementación, confirmación o aprobación del Plan del Comité de Retirados o cualquier contrato, instrumento, publicación u otro acuerdo o documento previsto o contemplado en relación con el perfeccionamiento de las transacciones establecidas en el Plan y en el Acuerdo de Apoyo del Plan del Comité de Retirados; disponiéndose, sin embargo, que las disposiciones que anteceden a esta Sección 92.7(c) no afectarán la responsabilidad legal de cualquier Entidad que de otro modo habría resultado de dicho acto u omisión en la medida en que se determine en una Orden Definitiva que dicho acto u omisión constituyó fraude intencional o conducta dolosa.

(d) **Comité de Acreedores:** cada uno de los miembros del Comité de Acreedores, exclusivamente en su calidad de miembro del Comité de Acreedores, desde la Fecha de Petición hasta la Fecha de Vigencia, inclusive, y cada una de las Personas Relacionadas del Comité de Acreedores no tendrán ni incurrirán en responsabilidad legal alguna ante cualquier Entidad por actos u omisiones en relación con los Casos de Título III, la formulación, preparación, difusión, implementación, confirmación o aprobación del Plan o de cualquier compromiso o acuerdo contenido en estos, la Declaración de Divulgación, el Acuerdo de Apoyo del Plan del Comité de Retirados o cualquier contrato, instrumento, publicación u otro acuerdo o documento previsto o contemplado en relación con el perfeccionamiento de las transacciones establecidas en el Plan; disponiéndose, sin embargo, que las disposiciones que anteceden a esta Sección 92.7(d) no afectarán la responsabilidad legal de cualquier Entidad que de otro modo habiere resultado de dicho acto u omisión en la medida en que se determine en una Orden Definitiva que dicho acto u omisión constituyó fraude intencional o conducta dolosa.

(e) **AFSCME:** Cada una de las partes de AFSCME exclusivamente en su calidad de parte del Acuerdo

de Apoyo al Plan de la AFSCME y Acreedor, según corresponda, desde la Fecha de Petición hasta la Fecha de Vigencia, inclusive, y cada una de sus respectivas Personas Relacionadas no tendrán ni incurrirán en responsabilidad legal alguna ante cualquier Entidad por actos u omisiones en relación con los Casos de Título III, la formulación, preparación, difusión, implementación, confirmación o aprobación del Plan o de cualquier compromiso o acuerdo contenido en estos, la Declaración de Divulgación, el Acuerdo de Apoyo al Plan de AFSCME, o cualquier contrato, instrumento, publicación u otro acuerdo o documento previsto o contemplado en relación con el perfeccionamiento de las transacciones establecidas en el Plan y en el Acuerdo de Apoyo al Plan de AFSCME; disponiéndose, sin embargo, que las disposiciones que anteceden a esta Sección 89.7(e) no afectarán la responsabilidad legal de cualquier Entidad que de otro modo hubiere resultado de dicho acto u omisión en la medida en que se determine en una Orden Definitiva que dicho acto u omisión constituyó fraude intencional o conducta dolosa.

(f) **Aseguradoras Monolínea:** Ambac, Assured, FGIC, National, Syncora y sus respectivas Personas Relacionadas, no tendrán ni incurrirán en responsabilidad legal alguna ante ninguna Entidad por actos u omisiones que sean compatibles con el Plan en relación con la formulación, preparación, difusión, implementación, aceptación, confirmación o aprobación del Plan, lo que incluye, entre otros, el tratamiento de las Reclamaciones de Bonos Asegurados de Ambac, las Reclamaciones de Bonos Asegurados de Assured, las Reclamaciones de Bonos Asegurados de FGIC, las Reclamaciones de Bonos Asegurados de National o las Reclamaciones de Bonos Asegurados de Syncora, los procedimientos de votación, los procedimientos de elección y cualquier descargo de obligaciones en virtud de las Polizas de Seguro de Ambac, las Polizas de Seguro de Assured, las Polizas de Seguro de FGIC, las Polizas de Seguro de National o las Polizas de Seguro de Syncora aplicables; disponiéndose, sin embargo, que no obstante cualquier disposición en contrario en el presente, los términos y las disposiciones del Plan no relevarán ni expulsarán ni se entenderá que relevan o expulsan, con respecto a cualquier beneficiario de Bonos Asegurados de Ambac, Bonos Asegurados de Assured, Bonos Asegurados de FGIC, Bonos Asegurados de National o Bonos Asegurados de Syncora cualquier obligación de pago en virtud de la Poliza de Seguro de Ambac, la Poliza de Seguro de Assured, la Poliza de Seguro de FGIC, la Poliza de Seguro de National o la Poliza de Seguro de Syncora aplicables de acuerdo con sus términos únicamente en la medida en que dicha tenedor no reciba el Tratamiento de Ambac, el Tratamiento de FGIC, el Tratamiento de National o la Poliza de Seguro de Syncora aplicables, disponiéndose, sin embargo, que no obstante cualquier disposición en contrario en el presente, los términos y las disposiciones del Plan no relevarán ni expulsarán ni se entenderá que relevan o expulsan, con respecto a cualquier beneficiario de Bonos Asegurados de Ambac, Bonos Asegurados de Assured, Bonos Asegurados de FGIC, Bonos Asegurados de National o Bonos Asegurados de Syncora con respecto a las Polizas de Seguro de Ambac, Assured, FGIC, National o Syncora, según proceda).

**Sección 92.8 – Litigio Relacionado con las Designaciones:** No obstante cualquier disposición en contrario en el presente, en el caso de que se dicte una Orden Definitiva en relación con el Litigio Relacionado con las Designaciones o el Litigio de Uniformidad con posterioridad a la emisión de la Orden de Confirmación, como contraprestación de las distribuciones efectuadas, que se efectuarán, o que se considerarán efectuadas de conformidad con los términos y disposiciones del Plan y los documentos e instrumentos relacionados con este, todos los Acreedores o las demás Entidades que tengan lugar o existan en o antes de la Fecha de Vigencia, y/o cualquier Reclamación, acto, hecho, transacción, ocurrencia, declaración o omisión en relación con ello, o que podría haber sido alegada, incluyendo, entre otros, cualquier Reclamación, demanda, derecho, responsabilidad, o causa de acción para la indemnización, contribución u otro fundamento, las transacciones contempladas en el Plan y en la Orden de Confirmación, lo que incluye, entre otros, los descargos, exculpaciones e interdictos previstos en el Artículo XCII del Plan.

**Sección 92.9 – Orden de prohibición:** Dentro de los límites que se estipulan en el Plan, todas y cada una de las Entidades quedan permanentemente inhabilitadas, prohibidas y restringidas de instituir, procesar, tramitar o litigar de cualquier manera todas y cada una de las Reclamaciones, demandas, derechos, responsabilidades o causas de acción de cualquier tipo, carácter o naturaleza, según el sistema de derecho escrito o consuetudinario, conocidas o desconocidas, directas o derivadas, afirmadas o no, contra cualquiera de las Partes Exoneradas, basadas en, relacionadas con, o que surjan de o en conexión con cualquiera de las Reclamaciones Exoneradas, la confirmación y perfeccionamiento del Plan, la negociación y perfeccionamiento del Acuerdo de Apoyo al Plan GO/AEP, o cualquier reclamación, acto, hecho, transacción, ocurrencia, declaración u omisión en relación con, o alegada en los Casos de Título III, lo que incluye, entre otros, cualquier reclamación, demanda, derecho, responsabilidad, o causa de acción para la indemnización, contribución u otro fundamento de este tipo, según el sistema de derecho escrito o consuetudinario, por daños y perjuicios, costos u honorarios incurridos que surjan directa o indirectamente de los Casos de Título III o que estén relacionados con ellos de otra manera, ya sea directa o indirectamente por cualquier Persona en beneficio directo o indirecto de cualquier Parte Exonerada que surja de o esté relacionado con las reclamaciones, actos, hechos, transacciones, ocurrencias, declaraciones u omisiones que son, podrían haber sido o pueden ser alegados en las acciones relacionadas o cualquier otra acción iniciada o que pueda ser iniciada por, a través de, en nombre de, o en beneficio de, o en extranjero de cualquier de las Partes Exoneradas, actos o hechos, transacciones, ocurrencias, declaraciones u omisiones que deriven de la ley federal, estatal o territorial de donde se afirman que se deriven.

**Sección 92.10 – Interdicto complementario:** No obstante cualquier disposición en contrario en el presente, salvo dentro de los límites que se estipulan en el Plan, todas las Entidades, incluidas las Entidades que actúan en su propio nombre, que actualmente tienen o afirman, han tenido o afirmado, o pueden tener o afirmar cualquier Reclamación Exonerada en contra de cualquiera de las Partes Exoneradas basada en, atribuible a, que surja de o relacionada con los Casos del Título III o cualquier Reclamación contra los Deudores, cuando quiera y dondequier que surja o se afirme, ya sea en los EE.UU., o en cualquier otra parte del mundo, por contrato o extracontractual, basada en garantía, ley o otra teoría del derecho escrito o consuetudinario o de otra índole, estará y se considerará que está permanentemente paralizada, restringida y prohibida de iniciar cualquier acción contra cualquiera de las Partes Exoneradas con el fin de cobrar, recuperar o recibir, directa o indirectamente, cualquier pago o recuperación con respecto a cualquier Reclamación Exonerada emergente con anterioridad a la Fecha de Vigencia (incluso con anterioridad a la Fecha de la Petición), incluyendo, entre otros:

(a) Iniciar o continuar de cualquier manera acciones u otros procedimientos de cualquier clase con respecto a dichas Reclamaciones Exoneradas contra cualquiera de las Partes Exoneradas o los activos o los bienes de cualquier Parte Exonerada;

(b) Aplicar, embargar, cobrar o recuperar, de cualquier manera y por cualquier medio, sentencias, laudos, decretos, u órdenes u órdenes en contra de cualquiera de las Partes Exoneradas o los activos o los bienes de estas, con relación a dichas Reclamaciones Exoneradas;

(c) Crear, perfeccionar o ejecutar un Gravamen de cualquier tipo contra cualquiera de las Partes Exoneradas o los activos o bienes de cualquiera de las Partes Exoneradas con respecto a dicha Reclamación Exonerada;

(d) Salvo que se disponga expresamente en el Plan o en la Orden de Confirmación, hacer valer, implementar o efectuar cualquier compensación, derecho de subrogación, indemnización, contribución o recuperación de cualquier tipo contra cualquier obligación exigible a cualquiera de las Partes Exoneradas o contra los activos o bienes de cualquiera de las Partes Exoneradas con respecto a dicha Reclamación Exonerada; y

(e) Tomar cualquier medida, de cualquier manera, en cualquier lugar, que no se ajuste o cumpla con las disposiciones del Plan o la Orden de Confirmación; dispon